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IN THE

Supreme Court of the United States

OCTOBER TERM, 1967

No. 586

WOOD, WIRE AND METAL LATHERS INTERNATIONAL UNION, AFL-CIO,

EMPLOYING METALLIC LATHERS ASSOCIATION OF GREATER NEW YORK AND VICINITY,

EMPLOYING LATHERS ASSOCIATION OF CHICAGO,

CONTRACTING PLASTERERS AND LATHERS INTERNATIONAL ASSOCIATION, *Petitioners,*

v.

JOHN T. DUNLOP, Individually and as Impartial Chairman of the Appeals Board, etc., et al., *Respondents.*

PETITION FOR A WRIT OF CERTIORARI TO THE COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

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Wood, Wire and Metal Lathers International Union, AFL-CIO, Employing Metallic Lathers Association of Greater New York and Vicinity, Contracting Plasterers and Lathers International Association, and Employing Lathers Association of Chicago, pray that a writ of certiorari issue to review the opinion and judgment (Appendix B, pp. 2a-6a, *infra*), of the United States Court of Appeals for the District of Columbia, entered in the above cause on July 28, 1967. This Court has jurisdiction under 28 U.S.C. § 1254(1).

OPINIONS BELOW

The opinion of the District Court (Appendix C, pp. 7a-9a, *infra*) is unreported. The opinion of the Court of Appeals is not yet officially reported.

QUESTIONS PRESENTED

The 1965 "Plan For Settling Jurisdictional Disputes Nationally and Locally" incorporates certain appended "agreements and decisions of record," which are "recognized" as "operative" under the Constitution of the Building and Construction Trades Department, AFL-CIO. Article III, Section 5, of the Plan empowers the Joint Board to refer to a Hearings Panel for "a national decision" which will become "of record" a repetitive dispute which the Board finds not "governed by a decision or agreement of record." The Plan does not declare final or binding a finding that an agreement or decision of record does not govern.

The Joint Board referred for national decision a repetitive dispute between Lathers and Carpenters over ceiling systems. Work on ceiling systems is clearly covered by an appended agreement and decision "of record." The Board found that this agreement and decision do not "govern" the dispute because they are not "recognized", inasmuch as they had been unilaterally denounced and effectively flouted by Carpenters, and had been deemed inoperative by the Board prior to 1965. The court below held that the Joint Board is authorized to find that the agreement and decision of record, although applicable to the dispute, do not "govern" or "control" it.

The questions presented are:

(1) Whether Article III, Section 5, may properly be construed as authorizing arbitrators to nullify the

recognition accorded by the contracting parties to applicable "agreements and decisions of record"?

(2) Whether construction vesting power of nullification in arbitrators is required by *United Steelworkers of America* v. *Warrior and Gulf Co.*, 363 U.S. 574, 582, or condemned by *Steelworkers* v. *Enterprise Corp.*, 363 U.S. 593, 597 and *Humphrey* v. *Moore*, 375 U.S. 335, 345, n. 8, and accompanying text?

STATUTE INVOLVED

Section 301 of the Labor Management Relations Act, 1947, 61 Stat. 156, 29 U.S.C.A. § 185, is set out in Appendix A, *infra*, p. 1a.

STATEMENT

Petitioners, the Lathers' Union, an affiliate of the Building and Construction Trades Department, AFL-CIO, hereinafter referred to as the Department, and various employer associations who employ lathers, sued to enforce the agreement between the Department and various parent employer associations for settling jurisdictional disputes in the building and construction industry. The agreement, published by the Department in the form of a "Green Book" (Appendix D, *infra*, p. 10a, Tab 3),[1] is known as the "Plan For Settling Jurisdictional Disputes Nationally and Locally."

[1] The record certified to this Court is in three parts, one containing the decision and relevant orders of the Court of Appeals; the other two consisting of the record in the trial court, including pleadings, decisions, orders, affidavits and exhibits, tabbed to facilitate reference. References herein are to the tabs; where more than one document is contained in a tab, the number in parenthesis following the tab reference herein is to the order in which the document is filed in the tab.

The Plan is grounded upon and incorporates a "record" consisting of "[a]ll agreements and decisions recognized under the provisions of the Constitution of the Building and Construction Trades Department" (Art. III, Sec. 1(c), p. 6).

The Constitution of the Department, as revised in 1957 and amended in 1965, provides in its Preamble (Tab 4, pp. 2-3):

> "Mindful of and grateful for the fine traditions of our past, and in recognition of the sincere efforts of our predecessors, and to give continuity and perpetuity to our charters, history, records, agreements of record, decisions and previous Constitutional rights, we do herewith carry forward, adopt and give full recognition to all previous A. F. of L. Executive Council and Convention actions and decisions, Building and Construction Trades Department Executive Council and Convention actions and decisions, and all official decisions, rulings and agreements of record, decisions of referees and jurisdictional boards, including all rights derived from the charter grants and from previous Constitutional provisions regarding jurisdiction and other matters *as presently recognized by the Building and Construction Trades Department.*" (Emphasis added.)

Agreements and decisions of record "presently recognized by the Department" are printed in the "Green Book" under the rubric "JURISDICTIONAL AGREEMENTS ENTERED INTO BETWEEN AFFILIATED INTERNATIONAL UNIONS AND DECISIONS RENDERED AFFECTING THE BUILDING INDUSTRY *That are Held to be Operative By the Building and Construction Trades Department*" (App. D, *infra,* p. 11, emphasis added.)

The Plan establishes different policies and tribunals for disposition of jurisdictional disputes on a "job" or "locality" basis, and on a "national basis." The role and significance of an applicable agreement or decision of record varies with the scope of proposed disposition. Such agreements and decisions are to be considered in making job or locality decisions; but, if they are in conflict with "established trade practice" or "prevailing practice in the locality," they need not be controlling.[2] On the other hand, an applicable agreement or decision of record bars reallocation of jurisdiction on a national basis (Tab 39, pp. 2-3); the condition precedent to national decision, which only a Hearing Panel is empowered to make, is a finding by the Joint Board that the "issue [is] not already determined on a national basis by a decision or agreement of record" (Art. III, Sec. 2, p. 7), or that the "repetitive dispute * * * [is] not * * * governed by a decision or agreement of record" (Art. III, Sec. 5, p. 8).

Under predecessor versions of the Plan, adherence to applicable agreements and decisions of record was required even on a job and locality basis (Tab 39).

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[2] Article III, Sec. 1(a) of the Plan (p. 6), provides:

"In making a job decision the Joint Board shall utilize the following criteria: Decisions and agreements of record as set forth in the Green Book, valid agreements between affected International Unions attested by the Chairman of the Joint Board, established trade practice and prevailing practice in the locality.

(b) The Joint Board may at its discretion hold oral hearings on repetitive disputes for the purpose of rendering a decision applying in the locality as defined by the Board."

The immediate predecessor, the 1963 Plan (Tab 31, p. 6; Tab 34, pp. 3-5), provided:

"ARTICLE III

Sec. 1. (a). *Joint Board Procedure.*—When dispute is filed, the Joint Board shall in all cases first investigate the claims of the disputing parties to determine whether or not *a disposition thereof has been made by a previous decision of record or by recorded agreement* between the parties to this dispute and issue a ruling as to the decision or the agreement *governing* in the case, and determining which one of the parties to the dispute has a rightful claim to the work under the agreement or decision of record. In repetitive cases in the same area, the Board, at its discretion, may apply such ruling in the area as defined by the Board.

(b) If the Joint Board finds that the dispute *is not covered by a decision or agreement of record,* it shall render a job decision, in which the Board should consider the established trade practice, and such job decision shall be effective on the particular job only on which the dispute occurred.

(c) The Joint Board may at its discretion hold oral hearings on repetitive disputes *not governed by a decision or agreement of record* for the purpose of rendering a decision applying in the area as defined by the Board." (Emphasis added.)[3]

When, in 1965, the sponsoring parties lifted the requirement of adherence to agreements and decisions of

[3] As appears from the italicized phrases, the term "governed" means that the rival claims had been "previously disposed of," or that their subject matter had been "covered" by a decision or agreement of record. The 1963 Rules and Regulations of the Joint Board reflect understanding that a decision or agreement of record "governs" a dispute if it is "applicable to" or "covers" the work. (Tab 32, pars. 3(b), 7(a) and (b), pp. 4, 12-13).

record in job and locality decisions, they readopted in *haec verba* the language barring reallocation by national decision of work covered by agreements or decisions of record.[4] Accordingly, a finding by the Joint Board that no agreement or decision of record is "applicable to" or "covers" the work remains, under the 1965 Plan, the condition precedent for referral of a dispute for national decision. In contrast to other provisions of the Plan, there is no provision making a finding by the Joint Board that an invoked agreement or decision does not govern final or binding.[5]

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[4] The evident rationale for allowing deviation from an applicable agreement or decision on a job or locality basis, but not on a national basis, is that the former have only ephemeral or limited geographic effect; they do not become "part of the record referred to in Article III, Section 1(d) of [the] Plan" (App. D, Art. II, *infra*, Sec. 5, p. 6). In contrast, national decisions do become "part of the record" (Art. III, Section 2, p. 7), and would therefore repeal or supersede an agreement or decision of record covering the same subject matter.

[5] Article II, Section 5 (App. D, *infra*, p. 5), which empowers the Appeals Board to review and decide appeals from a "decision or ruling of the Joint Board," provides that the decision of the Appeals Board shall be final. This provision does not apply to a finding by the Joint Board under Article III, Sections 2 and 3, for such a finding precedes reference of a case to a Hearings Panel and is not appealable to the Appeals Board. For the same reason, the provision in Article III, Section 7 (App. D, *infra*, p. 9), that "[a]ny decision or interpretation by the Joint Board shall be immediately accepted and complied with * * * unless an appeal is taken to the Appeals Board" is inapplicable. The provision in Article III, Section 7 (App. D, *infra*, p. 9), that "[d]ecisions of the Hearings Panel * * * shall be immediately accepted and complied with by all parties to this Agreement" obviously applies only to decisions resulting from an authorized reference by the Joint Board. Compare the much more comprehensive finality provisions in the Automobile Carrier Truckaway Agreement, which this Court in *Humphrey* v. *Moore*, 375 U.S. 335, 338-339, 345, n. 8, found ambiguous.

On November 24, 1965, over Lathers' objections, the Joint Board referred to a Hearing Panel for national decision jurisdictional disputes between Lathers and Carpenters "over installation of nailable and screwable metal studs, including floor and ceiling runners, to receive drywall and installation of ceilings systems." The reference was predicted upon a finding, subsequently adopted by the Hearing Panel, that "there is no *recognized* decision or agreement of record covering the items in dispute." (Emphasis added; Tab 52, App. E, p. 10a, *infra;* Tab 28, p. 17).

The "items in dispute" are plainly "covered" by a 1903 "agreement of record" between Lathers and Carpenters which allocates jurisdiction on the basis of the character of the components being installed—wood to Carpenters and light iron to Lathers—and by a 1920 "decision of record," binding on all affiliated unions, which allocates metallic lathing of all descriptions to Lathers (App. D, pp. 17, 87).[6] The Board did not find to the contrary. Instead, as noted below (App. B,

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[6] In 1917, the President of the Department declared "the suspension of ceilings to receive iron or metal lath is properly the jurisdiction" of Lathers and "is not Carpenters' work but Lathers" (Tab 11).

It is undisputed on the record that the art of suspending ceilings from roof structures by light iron hangings and furring has not changed in well over half a century. Such changes as have occurred have involved merely the style or shape of the metal components, not their installation. These style changes in no way altered the character of that work (Tab 39, pp. 5-6, Tab 40, Tab 29, pp. 4-5, Tab 35, pp. 6-8).

In the late 1920's acoustical tile began to be substituted for plaster as the predominant finish for ceiling systems (Appendix D, *infra*, Celotex agreement, pp. 17-18, Tab 36, App. A, decision (f)). This substitution involved replacement of plasterers by carpenters for the work of installing the finish, but it did not involve any change in the lathing function, that is, in the work of installing the light iron components to receive the backerboard or acoustical tile finish (Tab 35, pp. 6-8; Tab 39, pp. 5-6, Tab 40, Exhs. 17-19).

p. 4a), it "reviewed the history of the dispute between the Lathers and Carpenters" and concluded that the 1903 agreement and 1920 decision are not a bar because they are not "recognized." Concededly, this amounts to holding that the agreement and decision are not "part of the record" (Tab 26, p. 26).

The "history of the dispute" consists of repeated attempts by the Carpenters' Union since 1928 to disavow and unilaterally terminate the 1903 agreement (Tab 34, p. 4; Tab 12; Tab 13; Tab 14).[7] Carpenters contended that the agreement was only "temporary"; that it had not been approved at the Carpenters convention of September 19, 1904; and that it had been subsequently "abrogated" by Carpenters (Tab 41, pp. 1-2; Tab 23, p. 1). On this basis, Carpenters repeatedly demanded, in 1937, 1951 and 1961, that the Department delete the agreement from the Green Book (Tab 15(1); Tab 20(1); Tab 24). The Department considered and rejected these contentions, declaring that it is a "legal agreement" (Tab 15 (2)); that it is "recognized by the * * * Department" (Tab 16); and that it "has been in full force and effect since [1903] and is the guide for the Department" (Tab 16(2)). Recognition under the Department Constitution has never been withdrawn and the 1903 agreement and 1920 decision have been published in every edition of the Green Book, including 1965. (Tab 14(2), Tab 15, Tab 16(2), Tab 17, Tab 39, 1-2).

Prior to 1957, the Joint Board applied the 1903 agreement and the 1920 decision (Tab 18(1), (2), (3);

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[7] According to respondents, "Carpenters have refused to recognize the validity of the 1903 agreement at least since 1928" (Tab 34, p. 4).

Tab 21(2), (3); Tab 22(1); Tab 46, Exhs. 1-6). Beginning approximately in 1957, however, the Board, in job decisions, approved contractor assignments of Lathers' ceiling system work to Carpenters. Respondents explained below that the Board had adopted Carpenters' contentions concerning the 1903 agreement:

> "On August 14, 1959, the then Chairman of the National Joint Board, Mr. R. J. Mitchell, advised President Richard J. Gray of the Building and Construction Trades Department of the reason for the position of the Joint Board with respect to the agreement appearing on Page 17 of the Green Book. Mr. Mitchell stated:
>
> > 'This agreement was not approved at the Carpenters' convention of September 19, 1904, and copies of correspondence between the Carpenters and the Lathers which are in the files of the National Joint Board, confirm the abrogation of this agreement.'" (Tab 41, pp. 1-2).

According to respondents, the same rationale underlies the Board's finding in this case that the 1903 agreement and 1920 decision are not "recognized" (Tab 41, pp. 1-2).

In practice, in most areas of the country, a preponderance of ceiling system work to which Lathers is entitled under the 1903 agreement and 1920 decision is allocated to and performed by Carpenters and carpenter contractors (Tab 28, pp. 16, 18). In other areas, however, particularly in metropolitan centers where local boards operating pursuant to Article IV of the Plan (App. D, p. 9), have continued to honor the Department's recognition of the 1903 agreement

and 1920 decision, the work has always been and continues to be allocated to Lathers (Tab 29, pp. 1-5, 7; Tab 35, pp. 2-6, 8; Tab 36, pp. 1-3). Under the criteria set forth in the Plan, note 2, p. 5, *supra,* in these areas Lathers' work could not be transferred to Carpenters by job or locality decision. Reallocation on a national basis circumvents this limitation.

The Joint Board and the Hearing Panel assumed that the Joint Board is not bound under Article III, Section 5, by the contracting parties' incorporation in the "record" of agreements and decisions "recognized" under the Department Constitution. The only explanation offered was that to hold otherwise would (Tab 6, pp. 12-13):

> "preclude the clarification, interpretation or modernization of any agreement or decision of record. In an industry with rapid technological and product changes and many old jurisdictional rules, such an interpretation would constitute a severe frustration of the jurisdictional machinery not contemplated by the Plan."

The Hearing Panel thereupon reallocated all ceiling system work on a national basis, assigning "the bulk" of Lathers' work to Carpenters (App. B, *infra,* pp. 2a, 4a; Tab 28, pp. 20-21).

The court below, without examining the contracting parties' purpose in retaining the finding requirement in Article III, Sections 2 and 5 (p. 6-7, *supra*), without considering the meaning of the term "governed" as used historically in the Plan (p. 6, *supra*), and without explanation other than citation of *Warrior & Gulf* (App. B, p. 6a, *infra*), upheld the arbitrators.

REASONS FOR GRANTING THE WRIT

1. In *Steelworkers* v. *Enterprise Corp.*, 363 U.S. 593, 597, this Court held that "an arbitrator is confined to interpretation and application of the * * * agreement; he does not sit to dispense his own brand of industrial justice. * * * When the arbitrator's words manifest an infidelity to [the] obligation [to be bound by the agreement] courts have no choice but to refuse enforcement of the award." Here, although the words of the Joint Board and the Hearing Panel plainly manifest infidelity to the contracting parties' continued "recognition" of the 1903 agreement and 1920 decision, the courts enforced the award.

In holding that authority to determine whether an agreement or decision of record "governs" imports power to override and supersede the contracting parties' "recognition" the courts below disregarded the approach and teaching of *Humphrey* v. *Moore*, 375 U.S. 335, 345-348.[8] Authority to determine whether an agreement or decision of record "governs" is necessarily limited by the terms, context and history of the Plan; it is authority to interpret and apply the Plan, not rewrite it by reversing the contracting parties' own acts. Whether the 1903 agreement and 1920 decision are "recognized" is resolved finally by the Plan itself; that is not an "issue" (*Atkinson v. Sinclair Refining Co.*, 370 U.S. 238, 241) the contracting parties left open for the arbitrators to

[8] The district court rejected *Humphrey* because its analysis of Section 5 of the Motor Carrier Agreement as limiting the arbitrators' authority to cases of "absorption," judicially defined, appears in a footnote and because there the arbitrators were upheld (App. C, p. 7a, *infra*). The court below did not even mention *Humphrey*.

decide. Since denial of recognition was the predicate of the arbitrators' finding that the agreement and decision do not "govern," the finding was clearly unauthorized.[9] Since denial of "recognition" renders "inoperative" an agreement and decision the Plan declares "operative", (p. 4, *supra*), the effect is to rewrite the Plan.

In its failure to evaluate the grounds for and the effect of the finding against the relevant text and texture of the Plan, the decision below is in square conflict with other circuits. *Torrington Co.* v. *Metal Products Workers Union,* 362 F.2d 677, 680, 682 (2 Cir.); *H. K. Porter Co.* v. *United Saw, File and Steel Prod. Wkrs.,* 333 F.2d 596, 601-602 (3 Cir.); *International Ass'n of Machinists* v. *Hayes Corporation,* 296 F.2d 238, 243 (5 Cir.); *Kansas City Luggage & Nov. Wkrs.* v. *Neevel Luggage Mfg. Co.,* 325 F.2d 992, 993 (8 Cir.); cf. *Local Union No. 721, United Packinghouse, Food and Allied Workers* v. *Needham Packing Company,* No. 381, this Term.

The requisite analysis, eschewed below, shows that the only conceivable purpose relevant to Article III, Section 5, for compiling a "record" of "recognized" agreements and decisions is to exclude work covered by such agreements and decisions from redistribution by national decision. The contracting parties obviously intended, *pro tanto,* to protect jurisdictional allocations *they* recognized. Their purpose and object is "effectively emasculated" (*Humphrey, supra,* 375 U.S. at 337) by holding that a dispute "covered"

[9] The question presented is therefore totally different from that which would arise if the Board had found that because of technological changes in the work or jobs, the agreement and decision of record do not cover or apply to ceiling systems. Cf. *Transportation Union* v. *U. P. R. Co.,* 385 U.S. 157, 161. See n. 7; p. 8, *supra.*

by an agreement or decision of record is nevertheless not "governed" thereby.

Moreover, to distinguish "covered" from "governed" defeats the parties' usage and understanding of the terms as interchangeable (p. 6, n. 3, *supra*). Further, to say that an agreement or decision of record does not "govern" because it does not avert repetitive disputes encourages defiance and disregard of decisions and agreements of record by subject parties, subverting the very "essence" (*Steelworkers* v. *Enterprise Corp.*, 363 U.S. 593, 597) of the Plan. Since Article III, Section 5, applies only to repetitive disputes, to hold that continuing strife may make an applicable agreement or decision not "controlling" (App. B, p. 6a), nullifies the limitation in all cases.

Finally, to hold that the Board is authorized to find that an applicable agreement should not be recognized for reasons actually considered and rejected by the Department itself (p. 9, *supra*), is to make the arbitrators master rather than servant of the contracting parties.

The provisions of the Department Constitution cited below (App. B, pp. 3a-4a), cannot be construed as transferring from the Department to the arbitrators authority to determine whether an agreement or decision of record should continue to be recognized by the Department. Article X authorizes adjustment and settlement of jurisdictional disputes only "according to the" Plan. Settlement or adjustment by usurpation of power to refuse recognition of an agreement and decision "presently recognized by the * * * Department" (p. 4, *supra*), is not "according to" the Plan. The provision that "all" jurisdictional disputes shall be settled and adjusted in accordance with the Plan in no way militates against enforcement of the ban against

reallocation of jurisdiction on a national basis, for that limitation permits resolution of any dispute on a job or locality basis, "according to" the Plan.

2. Neither the desirability of promoting settlement of jurisdictional disputes by arbitration nor the assumed desirability of authorizing arbitrators to "modernize" jurisdictional allocations can justify allowing arbitrators to usurp authority under the guise of interpretation and application. Since the prohibition of reallocation of jurisdiction by national decision in areas covered by agreements and decisions of record is substantive, not procedural, the policy of judicial abstention in procedural controversies (*Sheet Metal Workers' International Union* v. *Aetna Steel Prod. Corp.*, 359 F.2d 1 (1 Cir.), cert. denied, 385 U.S. 839, cited below, App. B, p. 6a, n. 2), is inapposite. The opinions below demonstrate the need for illustrating, by concrete application, that the *Humphrey-Enterprise* approach is not inconsistent with or subordinate to *Warrior & Gulf* and *John Wiley & Sons* v. *Livingston*, 376 U.S. 543, 558. See Hays, *Labor Arbitration, a Dissenting View* (Yale University Press, 1966), pp. 79-83.

3. By divesting protection from agreements and decisions of record, the opinion below unsettles jurisdictional allocations throughout the building trades, contrary to the Department Constitution and without consent of the affected unions and contractors. The effect is to incite raiding of weaker unions by more powerful rivals,[10] promoting jurisdictional strife. The nationwide magnitude of the Plan and the substanti-

[10] The membership of Lathers is 16,200; that of Carpenters 760,000. *Directory of National and International Labor Unions in the United States, 1965* (Bull. No. 1493, U.S. Dept. of Labor).

ality of the interests affected enhance the importance of resolution by this Court of the questions presented.

CONCLUSION

For the foregoing reasons, this petition for certiorari should be granted.

Respectfully submitted,

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September, 1967

APPENDIX A

Section 301, Labor Management Relations Act, 1947, 61 Stat. 156, 29 U.S.C.A. § 185:

> "(a) Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as definied in this chapter, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties."

APPENDIX B

Opinion of the United States Court of Appeals for the District of Columbia Circuit

Before BURGER, TAMM and ROBINSON, *Circuit Judges.*

PER CURIAM: This case involves a jurisdictional dispute between the Wood, Wire and Metal Lathers International Union (Lathers) and the Carpenters and Joiners of America (Carpenters) which resulted in a "national decision" by an arbitration board to allocate the "bulk" of light iron work on ceiling systems to the Carpenters rather than to the Lathers.

The case is on appeal to this court from the granting in the District Court of defendants' (appellees here) motion for summary judgment. The Lathers sued the members of the arbitration board and the Carpenters union, among others, in that court to set aside that board's decision on the basis that the board had exceeded its jurisdiction when it rendered a "national decision." Although contending that the board had exceeded its jurisdiction, the essence of this suit is an effort to enforce a collective bargaining contract known as the "Plan for Settling Jurisdictional Disputes Nationally and Locally" (hereinafter called the Plan). The contracting parties are on the one side, the Building and Construction Trades Department (hereinafter called the Department), a federation of labor organizations in the building trades—including the Lathers and Carpenters—and on the other side, various employers' associations in the building and construction industry. The appellees here,[1] the Joint Board and Hearing Panel, are arbitration tribunals established by the Plan. The Lathers and Carpenters are parties to the Plan by reason of their affiliation with the Department and, in particular, by virtue of

[1] Joined as appellees are the Carpenters Union, National Acoustical Contractors Association, Gypsum Drywall Contractors International, as well as the Joint Board and the Hearing Panel, both as units and individually.

the provisions of Article X of the constitution of the Department which provides:

Jurisdictional Disputes

> All jurisdictional disputes between or among affiliated National and International Unions and their affiliated Local Unions and employers shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department, or any other plan or method of procedure adopted in the future by the Department for the settlement of jurisdictional disputes. Said present plan or any other plan adopted in the future shall be recognized as final and binding upon the Department and upon all affiliated National or International Unions and their affiliated Local Unions.

Article II, Section 6, of the constitution of the Department provides that it is an object and principle of the Department:

> To secure the adjustment of trade and jurisdictional disputes in the building and construction trades industry along practical lines as they may arise from time to time; and such decisions to be final and binding on all affiliated National and International Unions and their affiliated Local Unions.

Article II, Section 2, of the Plan provides:

> There shall be established a National Joint Board for the settlement of jurisdictional disputes in the building and construction industry.

Section 4 of this same Article also provides:

> It shall be the duty of the Joint Board to consider and decide cases of jurisdictional disputes in the building and construction industry, which are referred to it by any of the International Unions involved in

> the dispute, or an employer directly affected by the dispute on the work in which he is engaged or by a participating organization representing such employer.

In 1965, the Lathers appealed to the Appeals Board pursuant to Article III, Section 5, of the Plan from a "job decision" adverse to their position in this jurisdictional dispute. Thereafter, the Appeals Board voted to suggest to the Joint Board that Article III, Section 5, of the Plan be invoked with respect to the Lathers' and Carpenters' dispute. Section 5 reads:

> The Joint Board may at its discretion and after conference between contesting unions, held by the Chairman of the Joint Board, refer a repetitive dispute which it finds not to be governed by a decision or agreement of record to the Impartial Umpire for mediation and the establishment of a hearing panel and a national decision.

The Joint Board voted to process the dispute. The chairman of the Joint Board arranged conferences between the Lathers and Carpenters unions and assisted in bringing together committees of the two unions in an attempt to settle the dispute. The results were fruitless. Thereafter, the Joint Board met and reviewed the history of the dispute between the Lathers and Carpenters. The Joint Board then explicitly found "that there is no recognized decision or agreement of record covering the items in dispute" and voted to refer the jurisdictional dispute to the Impartial Umpire, in accordance with Article III, Section 5, of the Plan. Ultimately, the Hearing Panel rendered a "national decision" which allocated the "bulk" of the light iron work on ceilings to the Carpenters.

The plaintiffs, appellants here, contend that there was a recognized decision or agreement of record which covered the work allocation involved and that the invocation of Article III, Section 5, was improper. The Plan incorpo-

rates certain jurisdictional agreements which are recognized under the provisions of Article III, Section 1(a), which reads:

> In making a job decision the Joint Board shall utilize the following criteria: Decisions and agreements of record as set forth in the Green Book. [the Plan], valid agreements between affected International Unions attested by the Chairman of the Joint Board, established trade practices and prevailing practice in the locality.

In particular, the Lathers contend that a 1903 alleged "agreement of record" between the Lathers and Carpenters allocated jurisdiction on the basis of the character of the components being installed—wood to Carpenters and light iron to the Lathers. Appellants also contend that a 1920 decision of record, binding on all affiliated unions, allocated metallic lathing of all descriptions to the Lathers. In regard to this argument, the Hearing Panel interpreted in their decision the meaning of Article III, Section 5, as follows:

> The Lathers argue that the National Joint Board should have first made an explicit ruling on the question of whether or not the cited agreement or decision of record "exists." There is no such requirement on the National Joint Board in Article III, Section 5. The decisive issue is not whether an agreement or decision "exists," but rather whether it governs or controls, whether it determines, the dispute. The National Joint Board has repeatedly and consistently held the agreement and decision cited by the Lathers do not govern or determine disputes between Lathers and Carpenters on the installation of ceiling systems.

The Hearing Panel explicitly found:

> . . . . [T]hat there was no violation of the Plan and that the action of the National Joint Board was proper at

its meeting of November 23, 1965, in referring certain jurisdictional disputes to the Impartial Umpire under Article III, Section 5 of the Plan.

The District Court held, in an unpublished oral ruling —and we agree—that Article III, Section 5, of the Plan confers jurisdiction on the Joint Board to make a determination whether the dispute is or is not governed by a decision or agreement of record. The Joint Board's action was explicit in this regard, since it made such a finding in writing; *id est,* that the agreement and the decision did not govern this dispute.

In a case involving this same Plan in the context of a jurisdictional dispute, the Court of Appeals for the First Circuit [2] reiterated the language of the Supreme Court in *United Steelworkers of America* v. *Warrier and Gulf Navigation,* 363 U.S. 574, 582 (1960). The inquiry ". . . must be strictly confined to the question of whether the reluctant party did agree to arbitrate the grievance or did agree to give the arbitrator the power to make the award he made."

Our review is in keeping with this, and we conclude that the signatory parties conferred jurisdiction on the Joint Board to determine whether there existed a controlling agreement or decision of record, and, if finding none, to invoke Article III, Section 5, of the Plan. Finally, we conclude that the Board acted within the scope of its authority.

Affirmed

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[2] *Sheetmetal Workers' International Union* v. *Aetna Steel Prod. Corp.,* 359 F. 2d 5 (1966). The court also noted, in discussing the jurisdiction dispute before it: "We may observe that if such force is to be given to collective bargaining agreements betwen management and unions, no less support should be given agreements to which unions resort to resolve their jurisdictional disputes. There is no question here but that the dispute falls within the kinds of controversy envisaged.

APPENDIX C

Oral Opinion of District Court, January 16, 1967

THE COURT: In the Humphrey case the Arbitration Board was upheld, so really what was in the footnote was more or less dicta.

MR. RATNER: Well, Your Honor, my point about the Humphrey case is that the Supreme Court only upheld the Arbitration Tribunal after examining the contention that their absorption finding was erroneous, on the merits; and that we think that this is what the Supreme Court intended the Court to do when a question is presented to it which alleges that the finding of an Arbitration Tribunal upon which its authority and jurisdiction depends is not merely erroneous. We don't merely make the contention that the finding was erroneous in this case. We contend that it was beyond their authority to declare that the Decision and Agreement were not operative.

THE COURT: Very well. This is an action by a Lathers Union to set aside an Arbitration Board decision rendered by a Hearings Panel on August 24, 1966, where the dispute was referred to it by the Joint Board of the Building and Construction Trades Department.

The decision of the Panel determines the allocation of certain work in connection with the installation of ceilings as between the Lathers and the Carpenters Union and awarded to the Carpenters Union the bulk of those activities.

The Lathers Union seeks to set the award aside on the ground that the Board exceeded its jurisdiction.

The suit is brought against the members of the Board and against the Carpenters Union.

The Constitution of the Building and Construction Trades Department, Article X, provides that:

> "All jurisdictional disputes between or among affiliated National and International Unions and their affiliated Local Unions and employers shall be settled and adjusted according to the present plan established by

the Building and Construction Trades Department, or any other plan or method of procedure adopted in the future by the Department for the settlement of jurisdictional disputes."

Pursuant to the authority conferred by this Constitution, the Building and Construction Trades Department, AFL-CIO, adopted a Plan for a National Joint Board for Settlement of Jurisdictional Disputes.

Section 5 of Article III of the Plan provides that the Joint Board to be created under the Plan may at its discretion and after conference between contesting unions, held by the Chairman of the Joint Board, refer a repetitive dispute which it finds not to be governed by a decision or agreement of record to the Impartial Umpire for mediation and the establishment of a Hearings Panel and a national decision.

It is argued in behalf of the plaintiff that the subject matter of the arbitration was covered by a decision or agreement of record, dated January 14, 1903, entered into between the Carpenters and the Lathers Union, in which the Carpenters agreed not to assert jurisdiction over iron work "pending the action of their convention." And, in turn, the Lathers Union agreed not to assert jurisdiction over any wood work.

It is argued in behalf of the plaintiff that this 1903 agreement is binding today and, therefore, bars the Joint Board on the Hearings Panel and deprives it of jurisdiction to decide the issue presented in the dispute before the Court.

It will be observed that on its face the 1903 Agreement purports to be purely temporary. Whether it is or not is not a matter for the Court to determine.

Section 5 confers jurisdiction on the Joint Board to make a finding as to whether the dispute is or is not to be governed by the decision or agreement of record.

In this instance, on December 24, 1965, the Joint Board made a formal finding, in writing, to the effect that there

is no recognized decision or agreement of record covering the matter in dispute, and further referred the matter to the Impartial Umpire; and, in turn, the matter went before the Hearings Panel.

Counsel for the plaintiff argues emphatically that this finding is erroneous.

It is well established, however, that in reviewing the validity of an Arbitration Award, the courts may determine whether the Board exceeded its jurisdiction. Unlike rulings and decisions of administrative agencies, awards of Arbitration Boards are not subject to review as to matters of evidence. In other words, the court may not set aside a finding of fact on the ground that it is not supported by substantial evidence. The court does have such authority as to decisions of administrative agencies, but it does not have it in the case of awards of Arbitration Boards.

It s argued, however, that the finding of fact is, in effect, a conclusion of law.

The Court is of the opinion that, at best, it is a mixed question of law and fact.

The nature of the agreement had to be construed; what has been done under it, and how the parties construed it are all matters that the Board had a right to consider.

The Court, therefore, reaches the conclusion that this finding of fact is not subject to judicial review, and it is a finding that was within the power of the Joint Board to make. That being the case, there is a solid basis in law for the decision and Award of the Hearings Panel.

Naturally the Court may not go into the merits of the Award. The Court does reach the conclusion that the Board had jurisdiction to make the basic finding; and having made the basic finding, it had jurisdiction to determine disputes.

In view of these considerations, the motion of the plaintiff for summary judgment is denied, and the motion of the defendants is granted.

Counsel may submit an appropriate order.

Plan for Settling Jurisdictional Disputes Nationally and Locally

Approved by

The Building and Construction Trades Department, AFL-CIO

AGREEMENTS AND DECISIONS RENDERED AFFECTING THE BUILDING INDUSTRY

by the

[illegible]

APRIL 1, 1965

PLAN FOR NATIONAL JOINT BOARD FOR SETTLEMENT OF JURISDICTIONAL DISPUTES

In consideration of the mutual promises and covenants herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE I

Sec. 1. *Effective Date.*—This agreement, as amended, shall take effect on April 1, 1965, and shall remain in force and effect until March 31, 1966, and shall continue in effect for each year thereafter unless terminated as provided for herein. Changes or amendments to this agreement may be made as provided for herein.

Sec. 2. Any party signatory to this agreement desiring to change or terminate this agreement shall notify the other party in writing at least ninety (90) days prior to the 31st day of March of any year subsequent to 1965. When notice for change is given, the nature of the changes desired must be specified in the notice. This agreement shall be subject to change at any time by mutual consent of the parties hereto. Any changes agreed upon shall be reduced to writing and signed by the parties hereto, the same as this agreement.

ARTICLE II

Sec. 1. *Joint Board.*—There shall be established a National Joint Board for the Settlement of Jurisdictional Disputes in the building and construction industry.

This Board shall consist of an impartial chairman, two regular and two alternate Labor Members appointed by the Executive Council of the Department. One of each shall be appointed from among the basic trades and one of each shall be appointed from among the specialty trades, and two regular

and two alternate employer members, one of each shall be representatives of and selected by the participating national association of general contractors of the industry and one of each representing and selected by the participating national associations of specialty contractors in the construction industry.

It is understood such employer representatives shall consist solely of contractor members, officers of member contracting firms or qualified association staff members who have had experience and are actively engaged in the building and construction industry.

No regular or alternate member of the Joint Board shall participate in any case where the trade union or company of which he is an officer or representative is a party to the dispute. In the event that both a regular member and his alternate are disqualified from participation in a case by reason of the limitation expressed in the preceding sentence, the executive head or other designated representative of the department or the particular association group party to this Plan shall designate an appropriate substitute member from the eligible group to participate in the decision of the case.

The full-time officers of the Department shall be available for advice and consultation but they shall not be eligible for appointment to the Joint Board.

There shall be no proxy votes.

The Labor Members of the Board shall hold office for one (1) year and shall be appointed by the Executive Council annually at the first quarterly meeting of each year.

The joint negotiating committees representing the Building and Construction Trades Department and The Associated General Contractors of America, Inc., and the National Participating Specialty Con-

tractors' Associations shall have the duty of selecting the Chairman of the National Joint Board and the Impartial Umpire of the hearings panel and Appeals Board.

The Chairman of the National Joint Board shall be bonded and made responsible for disbursement of the Board's funds, shall keep the books of the Board and submit to the parties to the agreement a quarterly financial statement; shall provide for an annual audit of the books by a certified public accountant and shall prepare annually a proposed budget of the necessary expenses of the Board for the following twelve (12) months and submit same to the joint negotiating committee for approval. The total amount of the budget, when approved, shall be subscribed annually in advance 50 per cent by the Building and Construction Trades Department, AFL-CIO, and 50 per cent by the participating national associations of employers signatory to this agreement. All expenditures shall be within the approved budget.

In negotiating national agreements between international unions, consultation with the appropriate management groups on the making of agreements between international unions is desirable and should be carried on.

National agreements entered into and properly signed by disputing international unions, other than those provided for in Article III, Section 2, shall be filed with the National Joint Board and attested by the Chairman.

Joint Board Rules and Regulations—The Chairman and Joint Board shall have the authority to establish such procedural regulations and administrative practices as may be required for the effective administration of this agreement, with the approval of the Joint Negotiating Committee, pro-

vided such regulations and practices are consistent with the expressed terms of this agreement.

The Joint Negotiating Committee shall have the power to revise the procedural regulations and administrative practices of the Joint Board.

Sec. 2. *Appeals Board.*—There shall also be established an Appeals Board consisting of an Impartial Umpire appointed by the Joint Negotiating Committee, two regular and two alternate labor members appointed by the Executive Council of the Department from the General Presidents of the national and international unions affiliated with the Department, or elected general officers of national or international unions designated by their respective General Presidents, and one regular and one alternate employer member appointed by each of the two participating national employer association groups. It is understood such employer representatives shall consist solely of contractor members, or officers of member contracting firms, who have had experience, and are actively engaged, in the building and construction industry. The Executive Council shall select one regular and one alternate Labor Member from the basic trades and one regular and one alternate Labor Member from the specialty trades. No regular or alternate member of the Appeals Board shall participate in any appeal where the trade union or company of which he is an officer or representative is a party to the dispute. In the event that both a regular member and his alternate are disqualified from participation in an appeal by reason of the limitation expressed in the preceding sentence, the executive head or other designated representative of the Department or the particular Association group party to this Plan shall designate an appropriate substitute member from the eligible group to participate in the decision of the appeal.

The Members of the Appeals Board shall hold office for one (1) year and shall be appointed by the designated appointing agency annually except that where a vacancy occurs during an unexpired term of office the appointing power can be exercised at the time such vacancy occurs.

The commitments of the Department and the national participating employers association groups with respect to the subscription of funds of the National Joint Board shall also apply equally to the Appeals Board. The expenses of the Appeals Board shall be limited to actual expenses and per diem allowances of the Impartial Umpire which shall be disbursed from the budgeted funds of the National Joint Board.

Sec. 3. It is understood that in signing this agreement the parties agree to bear their appropriate share of the Joint Board's expense and to furnish their representatives on the Joint Board and Hearings Panels hereinafter provided for in this agreement.

Sec. 4. It shall be the duty of the Joint Board to consider and decide cases of jurisdictional disputes in the building and construction industry, which disputes are referred to it by any of the International Unions involved in the dispute, or an employer directly affected by the dispute on the work in which he is engaged or by a participating organization representing such employer.

Sec. 5. The Appeals Board is empowered to review and decide any appeal from a decision or ruling of the National Joint Board or a Local Board recognized under Article IV and such decision of the Appeals Board shall be final. The jurisdiction of the Appeals Board shall be discretionary and it is authorized, subject to the approval of the Joint Negotiating Committee, to prescribe rules as to the

types of cases which it will accept for review. No decision of the Appeals Board shall be considered as part of the record referred to in Article III, Sec. 1(d) of this Plan. The Appeals Board shall have the authority, subject to the approval of the Joint Negotiating Committee, to establish such procedural regulations as may be required for the effective administration of this appeals procedure. A quorum of the Appeals Board shall require four regular or alternate members (one each from the basic trades, the specialty trades, and the two participating national employer association groups). In the event of a tie vote, the Impartial Umpire shall cast the deciding vote.

ARTICLE III

Sec. 1. (a) In making a job decision the Joint Board shall utilize the following criteria: Decisions and agreements of record as set forth in the Green Book, valid agreements between affected International Unions attested by the Chairman of the Joint Board, established trade practice and prevailing practice in the locality.

(b) The Joint Board may at its discretion hold oral hearings on repetitive disputes for the purpose of rendering a decision applying in the locality as defined by the Board.

(c) All agreements and decisions recognized under the provisions of the Constitution of the Building and Construction Trades Department shall be considered as constituting the record.

(d) Any job decision or ruling rendered by the Joint Board under paragraph (b) of this section may be appealed to a Hearings Panel by any of the participating National or International Unions involved or may be referred to a Hearings Panel for a national decision by action of the Joint Board.

Any decision rendered by such a Hearings Panel shall immediately become part of the record referred to in paragraph (c) of this section.

(e) In jurisdictional dispute cases where International Unions, members of the Building and Construction Trades Department, AFL-CIO, and participating or stipulated employer national associations, do not have direct representation on the Board hearing a specific case, they may designate a representative to participate in the discussion of such case.

(f) The Joint Board should not ignore the interests of the consumer in settling jurisdictional disputes, but should give due regard to such factors as efficiency and economy of operation.

Sec. 2. *Hearings Panels-National. Decisions.*—When a dispute is filed with the Appeals Board by a National or an International Union, with a specific request for a decision on a national basis which would become part of the record, the Board shall review the request, and if the Board finds it is an issue not already determined on a national basis by a decision or agreement of record, it shall refer the issue to the Impartial Umpire who shall call a conference of the General Presidents of the Unions involved for the purpose of determining whether or not a national agreement is possible. If an agreement is concluded and properly signed by the contesting parties and attested by the Impartial Umpire, the terms and provisions of the agreement shall remain in effect as per the provisions of the Constitution of the Department. In the event that the dispute cannot be settled by agreement or is not settled by agreement at the end of six months, the Impartial Umpire shall docket the case for hearing and decision by a hearings panel as provided below.

Sec. 3. In any case to go to a hearings panel, the Impartial Umpire shall notify all General Presidents of National and International Unions affiliated with the Building and Construction Trades Department and national participating employers' association, stating the controversy to be considered and shall allow all parties interested to intervene. Thirty days' notice shall be given of the date set for the hearing. Briefs shall be submitted and exchanged by all parties to the dispute at least ten days prior to the hearing date.

Sec. 4. A hearings panel shall be composed of two disinterested General Presidents appointed by the Executive Council of the Department and two disinterested contractor representatives, one appointed by The Associated General Contractors of America, Inc., and one appointed by the national participating specialty contractor associations, together with the Impartial Umpire.

Sec. 5. The Joint Board may at its discretion and after conference between contesting unions, held by the Chairman of the Joint Board, refer a repetitive dispute which it finds not to be governed by a decision or agreement of record to the Impartial Umpire for mediation and the establishment of a hearings panel and a national decision.

Sec. 6. In the event any party to a dispute fails to present their case within the stated time, the Joint Board, the Appeals Board, and Hearings Panels shall, nevertheless proceed with the case and make its decision on the basis of the evidence presented.

Sec. 7. *Making Decisions.*—The Hearings Panel shall in every instance consider all pertinent evidence and shall render a decision if possible, within ten (10) days after the conclusion of the hearings. Copies of the Hearings Panel decision shall be sent

to all parties signatory to this agreement.

Decisions of the Hearings Panel are not appealable to the Appeals Board and shall be immediately accepted and complied with by all parties to this Agreement. Any decision or interpretation by the Joint Board shall be immediately accepted and complied with by all parties subject to this Agreement unless an appeal is taken to the Appeals Board. In such event, the decision or interpretation of the Appeals Board shall be immediately accepted and complied with by all parties to this Agreement, when such decision or interpretation has been rendered.

It is understood only those contractors who employ members of the organizations affiliated with the Building and Construction Trades Department of the AFL-CIO shall be considered as bound by this agreement when they have signed a stipulation setting forth that they are willing to subscribe to and be bound by the terms and provisions of this agreement.

ARTICLE IV

Sec. 1. *Local Settlements.*—In any community or locality where a plan for the settlement of jurisdictional disputes which has been recognized by the Building and Construction Trades Department now exists, it shall be used in the first instance to bring about an agreement or settlement or decision. However, any such local settlement or agreement or decision shall only apply to the particular job in question, and an appeal therefrom may be taken directly to the Appeals Board by any of the parties involved.

ARTICLE V

Sec. 1. *Continuance of Work*—Pending a decision by the Board or such settlement as may be

arrived at through the office of the Chairman of the Joint Board, there shall be no stoppage of work rising out of any jurisdictional dispute.

Members of organizations affiliated with the Building and Construction Trades Department shall continue to work on the basis of their original assignment, provided the employer has not assigned employes to perform work contrary to decisions or agreements of record or the procedural rules of the Board.

ARTICLE VI

Sec. 1. It is the sense of the parties hereto that the members and Chairman of the Joint Board shall tender to the National Labor Relations Board their services as expert witnesses in any hearing held by the Board under the provisions of Section 10 (k) of the National Labor Relations Act as amended, and that no fees shall be charged for such service beyond the statutory witness fees and mileage allowance.

Signed for the Building and Construction Trades Department, AFL-CIO:

FRANK BONADIO, *Secretary-Treasurer.*

CORNELIUS J. HAGGERTY, *President.*

Signed for the Participating Specialty Contractors Employers' Associations:

EDWARD S. TORRENCE.

LEON B. KROMER.

Signed for The Associated General Contractors of America.

WILLIAM E. DUNN, *Executive Director.*

W. RAY ROGERS, *President.*

Signed at the WHITE HOUSE
February 2, 1965
Witnessed by
LYNDON B. JOHNSON
PRESIDENT

JURISDICTIONAL AGREEMENTS ENTERED INTO BETWEEN AFFILIATED INTERNATIONAL UNIONS AND DECISIONS RENDERED AFFECTING THE BUILDING INDUSTRY THAT ARE HELD TO BE OPERATIVE BY THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT

By the

American Federation of Labor, Building and Construction Trades Department, A. F. of L., National Board for Jurisdictional Awards

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Carpenters and Painters

For the purpose of bringing about conditions of harmony and co-operation, the following agreement has this day been entered into and agreed to by and between the Brotherhood of Painters, Decorators and Paperhangers of America and the United Brotherhood of Carpenters and Joiners of America:

(1) It is agreed that the members of the United Brotherhood of Carpenters and Joiners of America shall erect and install all work in connection with, and required for, acoustical purposes up to the point of applying canvas, muslin or similar materials to take the finished decorations, which work shall be done by the members of the Brotherhood of Painters, Decorators and Paperhangers of America.

(2) The applying and erection of all mouldings, in connection with acoustical work, shall be done by members of the United Brotherhood of Carpenters and Joiners of America.

(3) If any misunderstanding arises as to the meaning or carrying out of any of the provisions contained herein, the same shall be taken up with the General Presidents of the two organizations parties hereto.

(4) This agreement to be in force and effect when approved by the Executive Board of the two organizations signatory hereto.

For the United Brotherhood of Carpenters and Joiners of America:

GEO. H. LAKEY.
J. W. WILLIAMS.
W. T. ALLEN.

For the Brotherhood of Painters, Decorators and Paperhangers of America:

JOS. F. KELLEY.
CHARLES A. CULLEN.
CLARENCE E. SWICK.

Dated December 17, 1928.

Witness:

WM. J. MCSORLEY,
President, Building Trades Department.

Lathers and Sheet Metal Workers

Agreement between the Wood, Wire and Metal Lathers' International Union and the Sheet Metal Workers' International Association to govern the installation of products manufactured by the Knapp Brothers' Manufacturing Company, of Chicago, Ill., and similar products.

In order to simplify any differences that may arise on building operations, it is agreed by both

parties to this agreement that the following products are conceded by the Wood, Wire and Metal Lathers' International Union as the work of the members of the Sheet Metal Workers' International Association:

Sanitary Metal Cove Base, No. 202.
Sanitary Metal Cove Base, No. 203.
Sanitary Metal Cove Base, No. 204.
Sanitary Metal Cove Base, No. 205.
Sanitary Metal Cove Base, No. 501.
Sanitary Metal Window Stool and Frame, No. 302.
Sanitary Metal Window Stool, No. 304.
Sanitary Metal Chalk Trough, No. 303.

It is conceded by the Sheet Metal Workers' International Association that the following products are the work of the members of the Wood, Wire and Metal Lathers' International Union:

Knapp Metal Base Grounds and Screeds, styles Nos. 1, 1½, 2, 42, 49.
Knapp Metal Casing Beads, Nos. 39 and 41.
Eclipse Metal Picture Mould, No. 23.
"Royal" Metal Picture Mould, No. 20.
Knapp Sanitary Metal Chair Rail, No. 300.
Metal Bull Nose Beads and Metal Corner Beads of every description.
Inside and Outside Corner Fittings.

This agreement made and entered into January 12, 1926.

WOOD, WIRE AND METAL LATHERS' INTERNATIONAL UNION.
JOHN H. BELL, *Gen. Pres.*
WM. J. MCSORLEY, *1st Gen. Vice Pres.*
A. D. YODER, *Gen. Sec.-Treas.*

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION.

JOHN J. HYNES, *Gen. Pres.*
WM. L. SULLIVAN, *Gen. Sec.-Treas.*
ROBERT BYRON, *Int. Rep.*

EXPLANATION

Sanitary Metal Cove Base, No. 202:

Used at intersections of floors and walls or partitions and comes 4 in. and 6 in. high. This base is erected before plastering and is so set as to form a ground screed for plastering and for the finished cement floor.

Sanitary Metal Cove Base, No. 203:

Used at intersections of floors and walls or partitions and comes in widths of 4 in. and 6 in. This is a flush base placed after floors and plastering is completed.

Sanitary Metal Cove Base, No. 204:

Is similar to No. 203 except that it comes in two sections where No. 203 comes in but one section.

Sanitary Metal Cove Base, No. 205:

Is similar to No. 204 except that the base is put in place before plastering and the top portion of it forms a ground for plastering. It comes 4 in. and 6 in. wide.

Sanitary Metal Cove Base, No. 501:

Is similar to No. 202 with the exception of a very little change in its form.

Sanitary Metal Window Stool and Frame, Nos. 302 and 304:

Is a metal jamb running from 4 in. to 6 in. in width and a return on wall which forms a plaster ground.

Sanitary Metal Chalk Trough, No. 303:

As its name implies, is a chalk trough to go under blackboards in schoolhouses and is placed after plastering is completed.

It will hardly be necessary for me to explain that portion of the work which the Sheet Metal Workers concede to come under our jurisdiction, as you must be familiar with the names of the different materials mentioned in the agreement.

Painters and Plasterers

New York, N. Y., February 16, 1928.

This agreement entered into by and between the Operative Plasterers and Cement Finishers' International Association and the Brotherhood of Painters, Decorators and Paperhangers of America, in the matter of jurisdiction to govern the application of California Stucco "CRAFTEX," "TEXTONE" and other materials of like character, shall be as follows:

This agreement shall become effective February 16, 1928, that the applying of all California Stucco shall be the work of the Plasterers' organization. That the finishing of the same it is agreed that the Plasterers shall be permitted to apply one wash and

thereafter all washing and the applying of colors shall be under the jurisdiction of the Brotherhood of Painters.

It is hereby agreed that all "CRAFTEX," "TEXTONE" or other material of the same character, when applied over a scratch or brown coat of plaster, shall be the work of the Plasterer, said material to be applied with a trowel, or other usual methods of plastering.

It is hereby agreed that all "CRAFTEX," "TEXTONE" or other material of like character, when applied over a sand finish or white coat of plaster, shall be the work of the Painter, said material to be applied with a brush, or other usual method of painting.

It is agreed that when the material in question is applied to show windows for decorative purposes, and does not exceed 150 yards in all, it shall be the work of the Painter, and when the work exceeds 150 yards and applied over a scratch or brown coat of plaster, it shall be the work of the Plasterer.

For Plasterers:

EDW. J. MCGIVERN.
T. A. SCULLY.

For Painters:

JOS. F. KELLEY, *2d G. V. P.*
CHAS. A. CULLEN, *3d G. V. P.*

Attest:

WM. J. MCSORLEY,
Pres., Building Trades Department.

Carpenters and Lathers

Agreement entered into between the representatives of the United Brotherhood of Carpenters and Joiners and Wood, Wire and Metal Lathers' International Union, January 14, 1903.

Pending the action of their convention, the United Brotherhood of Carpenters and Joiners of America agree not to assert jurisdiction over any iron work including iron or wire lathing, studding, or any other exclusively iron work claimed by the Wood, Wire and Metal Lathers' International Union.

The Wood, Wire and Metal Lathers' International Union agree that we will not assert jurisdiction over or allow our members to perform any wood work, including shingling, wooden arches, door or window frames, wooden studding or furring, or any other carpenter or wood work, except wooden lath to receive plastic material.

Signed for the United Brotherhood of Carpenters and Joiners of America:

WM. D. HUBER, *President.*
FRANK DUFFY, *General Secretary.*

Signed for the Wood, Wire and Metal Lathers' International Union:

CHAS. LANGLANDS,
JOHN STEVENS, *Committee.*

Carpenters and Lathers

August 21, 1928.

RELATIVE TO JURISDICTION OVER MATERIAL KNOWN AS CELOTEX

Further taking up the question of jurisdiction over the material known as "CELOTEX," and in accordance with the tentative proposals on this subject between our organizations, we, the undersigned, hereby agree that the material known as Celotex Lath comes under the jurisdiction of the Lathers' International Union; all other Celotex material comes under the jurisdiction of the United Brotherhood of Carpenters and Joiners.

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA.
WM. L. HUTCHESON, *Gen. Pres.*
FRANK DUFFY, *Gen. Sec.*

WOOD, WIRE AND METAL LATHERS' INTERNATIONAL UNION.
JOHN H. BELL, *Gen. Pres.*
A. D. YODER, *Sec.-Treas.*

Boiler Makers and Iron Workers

APPROVED MAY 28, 1926

It is agreed that the following work shall be recognized as coming under the jurisdiction of the International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers of America:

SECTION 1. The construction, erection and assembling of all boilers, parts and work in connection therewith, including boiler fronts, heat units, water walls, tube supports and casings (except the unloading, hoisting, or lowering and placing of complete boilers, steam drums and assembled sections of water tube boilers to their approximate positions), all connections between the boiler and stack

(commonly known as breeching), built of sheet steel or iron, supports for the same (which are not part of the building structure), uptakes, smoke boxes, air and water heaters, smoke consumers, hot or cold air ducts (except when used for ventilating purposes).

SEC. 2. Iron and steel ship building.

SEC. 3. Pontoons, purifying boxes, gas generators and wash tanks or scrubbers, standpipes, brewery vats (except glass enameled tanks), water tower (except structural frames and balconies), all iron and steel pipe line, penstock and flume work, steam, air, gas, oil, water, or other liquid tanks or containers requiring tight joint, including tanks of riveted, caulked or welded construction in connection with swimming pools.

SEC. 4. The following work in and around blast furnaces and rolling mills, viz.: hot stoves, blast furnaces, cupolas and dump cars, and all steam, air, water, gas, oil or other liquid tight work (all other iron and steel work in such buildings shall be done by Iron Workers).

SEC. 5. Gasometers, including all frame work in connection with same.

SEC. 6. All iron or steel stacks, in connection with power plants, furnaces, rolling mills, manufacturing plants, and all other power plants (except small power plants in connection with hotels or office buildings and sectional or other steel stacks erected in office buildings or hotels), and all extensions or repairs of such stacks shall be done by Boiler Makers.

It is agreed that the following work shall be recognized as coming under the jurisdiction of the International Association of Bridge, Structural and Ornamental Iron Workers:

SECTION 1. The erection and construction of all iron, steel and ornamental iron entering into the erection and construction of the following: Buildings, bridges, viaducts, subways and tunnels, towers, hoists, car dumpers, cranes, coal conveyors, ore unloaders, stokers, supports for boilers, coal bins and hoppers, ash chutes and hoppers, rock, coke, sand and ore bins and hoppers, kilns, driers, coolers, crushers, mixers, pulverizers, roasters, all caisson work, safe deposit boxes, vaults, vestibules and doors, glass enameled tanks, malt drums, fans, and hot rooms and ventilators including air ducts in connection therewith, all swimming pools (except as specified in Section 3 of the Boiler Makers' classification of work in this agreement) and the wrecking of all the above work shall be done by Iron Workers.

SEC. 2. The erection and construction of all sectional and other steel or iron stacks, erected in office buildings and hotels; and all stacks erected in small power plants in connection with hotels and office buildings, and the extension and repair to such stacks shall be the work of the Iron Workers.

SEC. 3. The erection and construction of structural iron work and balconies in connection with water towers shall be the work of the Iron Workers.

SEC. 4. The erection and construction of all steel and iron work around rolling mills and blast furnaces (except that specified in Section 4 of the

Boiler Makers' classification of work) shall be done by Iron Workers.

SEC. 5. The unloading, hoisting or lowering and placing of complete boilers, steam drums, and assembled sections of water tube boilers to their approximate positions shall be done by Iron Workers.

SEC. 6. The burning and welding on work awarded to the Boiler Makers shall be done by Boiler Makers, and the burning and welding on work awarded to the Iron Workers shall be done by Iron Workers.

SEC. 7. Any further disputes that may arise between the parties of this agreement shall be first considered by the respective General Presidents. Upon their failure to agree, the question shall be submitted to arbitration. None of the work definitely decided upon in this agreement shall be subject to further arbitration.

For the International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers of America:

(Signed) J. A. FRANKLIN.
WM. ATKINSON.
JOS. P. RYAN.
MARTIN DALEY.

For the International Association of Bridge, Structural and Ornamental Iron Workers:

(Signed) P. J. MORRIN.
W. J. MCCAIN.
DAN J. O'SHEA.
MICHAEL C. ARTERY.

Sheet Metal Workers and Boiler Makers

Mr. John J. Hynes, *General President*,
642 Transportation Building,
Washington, D. C.

Dear Sir and Brother:

The International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers of America, through the undersigned duly authorized officers, hereby officially recognize and acknowledge the established jurisdictional rights of the members of the Sheet Metal Workers' International Association to manufacture, assemble, erect and install all sheet metal work of No. 10 gauge or lighter when used in connection with the construction, equipment, alteration and repair of buildings.

In witness thereof we hereby affix our hand and seal this 16th day of October, 1930.

For the International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers of America:

(Signed) J. A. FRANKLIN,
International President.

For the Sheet Metal Workers' International Association:

(Signed) JOHN J. HYNES,
General President.

Iron Workers and Elevator Constructors

June 9, 1931.

The undersigned representatives of the International Association of Bridge, Structural and Ornamental Iron Workers, and the International Union of Elevator Constructors, Operators and

Starters mutually agree that both organizations shall co-operate with and support each other to maintain Union conditions and their members upon the work of their respective trades, and that for the purpose of establishing complete harmony between both organizations, this agreement is hereby entered into, effective on and from this date.

All semi or full automatic elevator doors or gates, and all operating devices shall be the work of the Elevator Constructors.

All elevator doors or gates manually operated, including all elevator enclosures, fronts, facias, sills, frames and bucks, shall be the work of the Iron Workers.

Steel trusses, girders and supports for escalators, where riveted or welded, shall be the work of the Iron Workers.

All other escalator work shall be the work of the Elevator Constructors.

All theater curtains, back-stage lifts, and equipment in connection therewith, shall be assembled and erected by the Iron Workers, excepting the operating machinery.

Orchestra and Console lifts shall be assembled and erected by the Elevator Constructors, including the machinery in connection therewith, and all machinery in connection with theater curtains and back-stage lifts.

(The above two paragraphs shall also apply to auditoriums, schools, convention halls, and other buildings similarly equipped.)

All of the above is hereby agreed to and accepted by the signatories to this agreement for their respective organizations.

For the International Association of Bridge, Structural and Ornamental Iron Workers:

(Signed) P. J. MORRIN,
General President.
WM. H. POPE,
5th Gen. Vice-Pres.
JOHN M. SCHILLING,
7th Gen. Vice-Pres.
W. J. MCCAIN,
General Secretary.

For the International Union of Elevator Constructors, Operators and Starters:

(Signed) FRANK FEENEY,
International President.
J. C. MACDONALD,
1st Int. Vice-Pres.
WALTER SNOW,
2d Int. Vice-Pres.
JOSEPH F. MURPHY,
Int. Sec.-Treas.

International Union of Operating Engineers and United Association of Journeymen Plumbers and Steam Fitters

AGREEMENT

In the controversy between the United Association of Pumbers and Steam Fitters and the International Union of Steam and Operating Engineers in Cleveland, Ohio, over an air compressor that was used by the Plumbers for boring holes in a concrete floor, and which was referred by the local unions of Cleveland and the International representatives of both organizations to the International Presidents of the United Association of Plumbers and

Steam Fitters and the International Union of Steam and Operating Engineers for adjustment, we find that at the A. F. of L. Convention held in Norfolk, Va., in 1907, Resolution No. 124, which was presented by the International Union of Steam and Operating Engineers and adopted by the Convention, gives jurisdiction over this work to the International Union of Steam and Operating Engineers.

We also find in the jurisdiction claims filed by the International Union of Steam and Operating Engineers with the Building Trades Department upon their entrance into the Department, that this work is covered in their jurisdiction by the following paragraph:

"HOISTING AND PORTABLE"

"All hoisting and portable engines on building and construction work, where operated by steam, electricity, gasoline, hydraulic or compressed air, including pumps, siphons, pulsometers, concrete mixers, air compressors and elevators, where used for hoisting building material, street rollers, steam shovels, dinky locomotives, cableway, clam shells and pile drivers."

Both International Presidents met in Washington on January 5, 1925, at the headquarters of the Building Trades Department, and upon finding the action of the A. F. of L. Convention upon Resolution No. 124 and the jurisdiction filed with the Building Trades Department that this work of operating air compressors belongs to the Hoisting and Portable Engineers, it is agreed that the local unions will be notified to that effect.

(Signed) JOHN COEFIELD,
(Signed) ARTHUR M. HUDDELL.

Sheet Metal Workers' International Association and United Association of Journeymen Plumbers and Steam Fitters

AGREEMENT

INDIANAPOLIS, IND.
January 28, 1928.

Report of the Committees appointed by the United Association of Journeymen Plumbers and Steam Fitters and the Sheet Metal Workers' International Association, to take up the matter of sheet lead in building construction.

This Committee met at Hotel Severin, Indianapolis, Ind., Friday, January 27, 1928, with the following representatives in attendance: Wm. Lynn, George Masterton and Bert Stephenson, representing the United Association of Plumbers and Steam Fitters, and James Lennon, Richard Pattison and James T. Moriarty, representing the Sheet Metal Workers International Association.

The Committee organized with Wm. Lynn, Chairman; James T. Moriarty, Secretary. The Committee was visited by Robert Fox, Local Agent of the Plumbers, and Charles Wilson, Local Agent of the Sheet Metal Workers. After hearing both agents, the Committee went into executive session and after holding several meetings, reached the following agreement:

"Sheet lead work used in roofing, gutters, valleys, flashings in connection with roofing, and ducts in direct connection with ventilation systems shall be the work of the Sheet Metal Workers, members of the Sheet Metal Workers' International Association. All other sheet lead work

including roof flashings in connection with plumbing, shall be the work of the Plumbers, members of the United Association of Journeymen Plumbers and Steam Fitters."

We, the undersigned committee, recommend that this agreement shall go into effect when approved and signed by the International Presidents of the above organizations.

(Signed) WM. LYNN,
(Signed) GEORGE MASTERTON,
(Signed) BERT STEPHENSON,

Representing United Association of Journeymen Plumbers and Steam Fitters.

(Signed) JOHN COEFIELD,
General President.

(Signed) JAMES LENNON,
(Signed) R. PATTISON,
(Signed) JAMES T. MORIARTY,

Representing Sheet Metal Workers' International Association.

(Signed) JOHN J. HYNES,
General President.

Bricklayers, Masons and Plasterers' International Union and Operative Plasterers and Cement Finishers' International Association

AGREEMENT entered into between the B., M. & P. I. U. of America and the O. P. & C. F. I. A., at the Headquarters of First-Named Organization, Odd Fellows Bldg., Indianapolis, Ind.

FEBRUARY 17, 1911.

First. The O. P. & C. F. I. A. agrees to a mutual interchange of cards with the B., M. & P. I. U., same to cover all cities where the O. P. & C. F.

I. A. has locals and the B., M. & P. I. U. has mixed locals, and that the following stipulations be recognized.

Second. The support to be given in the interest of either organization in the localities where the B., M. & P. I. U. controls shall be determined by the Executive Boards of both organizations in conference when the necessity for such support arises. No work to be performed until the conference board comes to a decision.

Third. The B., M. & P. I. U. recognizes and concedes the sole right of the O. P. & C. F. I. A. to organize and charter unions composed of exclusive plasterers in all localities where a sufficient number of bona fide resident plasterers can be secured, and guarantees that no interference on their part shall take place, except under conditions hereafter stated, and that no exclusive plasterers' union shall be chartered by the B, M. & P. I. U. under any circumstance.

Fourth. The conditions existing under which an exclusive union of plasterers is permitted to be organized in territory already controlled by the B., M. & P. I. U. having been a matter of complaint at the conference, the representatives of the B., M. & P. I. U. have determined that the grounds upon which the complaint is based are justified and that same demand a concession upon their part—i. e., that of permitting the bricklayers and stonemasons of a mixed union the right to cast a vote upon the question of the plasterer members being allowed to form a separate union. Said representatives agree to eliminate the bricklayer and stonemason when such votes are being taken in the future, and that only the recognized plasterer members of the union shall be allowed to cast a vote upon such proposi-

tions. That in all cases where two-thirds of such plasterer members vote in favor of separation, the General Secretaries of the O. P. & C. F. I. A. and the B., M. & P. I. U. shall be notified of same by the secretary of the union, and a charter shall be immediately granted.

Fifth. The B., M. & P. I. U. agrees that the subcontracting of the plastering contract of a bona fide employer or general contracting firm shall not be objected to by any of its subordinate unions upon all general contracts exceeding $50,000, pending the convening of the next biennial convention of the B., M. & P. I. U., at which convention legislation will be asked for that will make permanent the relief ordered at this time.

Sixth. That the O. P. & C. F. I. A. charters be withdrawn from Springfield, Newark, and Rochester, and the members of each respective union be admitted to membership in the B., M. & P. I. U. local free of any penalty or initiation fee. All fines placed upon O. P. & C. F. I. A. members covering their actions in the above-named three cities are also hereby removed.

Seventh. In any city under a mixed charter of the B., M. & P. I. U. where there are but three or less plasterers affiliated, and there are five or more plasterers who are bona fide residents who are not members, the O. P. & C. F. I. A. is conceded the right to organize a union, and all B., M. & P. I. U. members following plastering shall become members of the newly chartered exclusive (O. P. & C. F. I. A.) Plasterers' Union free of initiation fee.

"OFFENSIVE AND DEFENSIVE ALLIANCE"

Eighth. That in all movements, "offensive or defensive," no subordinate local of either Interna-

tional Union shall be permitted to take any action whatsoever until the question requiring joint action shall have first been acted upon and determined by the Presidents of the O. P. & C. F. I. A. and the B., M. & P. I. U.

Ninth. No movement of an "offensive" or "defensive" character shall be countenanced in cases where such would be in violation of any existing agreements.

Rules Governing Interchangeable Cards

The rules governing the issuing of the Interchangeable traveling card and the clearance card shall be subject to the rules agreed upon at the conference of October 30, 1906, and as revised at the conference of February 13, 1909.

In Witness Whereof, We, the undersigned, hereby set our hand and seal this eighteenth day of February, 1911.

For the O. P. & C. F. I. A.:
John Donlin, *President.*
Edw. J. McGivern, *1st Vice-Pres.*
(SEAL)
Peter G. Cook, *3rd Vice-Pres.*
W. A. O'Keefe, *Organizer.*

For the B., M. & P. I. U. of America:
Wm. J. Bowen, *President.*
Thos. R. Preece, *1st Vice-Pres.*
Wm. Dobson, *Secretary.*

Acoustone

At a meeting of the Joint Conference between the Executive Boards of the Bricklayers, Masons

and Plasterers' International Union of America and the Operative Plasterers and Cement Finishers' International Association of the United States and Canada held in Atlantic City, February 27, 1930, it was agreed, that the above-named material and those of a similar character shall be installed on a fifty-fifty basis equally divided between the membership of the Operative Plasterers and Cement Finishers' International Association of the United States and Canada and the Bricklayers, Masons and Plasterers' International Union of America irrespective of thickness.

Artificial Stone

In order to reach an amicable understanding between the B., M. & P. I. U., and the O. P. & C. F. I. A., regarding the installation of artificial stone or marble, the O. P. & C. F. I. A. concedes to the membership of the B., M. & P. I. U. the installation of artificial stone or marble when same are precast and of ¾ of an inch or more in thickness. And the B., M. & P. I. U. concedes to the O. P. & C. F. I. A. the installation of said imitation stone or marble when same are less than ¾ of an inch in thickness, also said artificial stone when same are applied to channel iron furring It is also understood that each party hereto will confine their method of erection or application to the Craft method of erection or application employed heretofore and that the ¾ inch thickness referred to heretofore is ¾ inch in the body of piece not inclusive of any relief members or enrichments appearing on the surface.

Tilelayers

Owing to the fact that the Tilelayers' organization has ignored agreements held between themselves and the O. P. & C. F. I. A.; also the B., M. & P. I. U., the agreements were reported abrogated. The B., M. & P. I. U. assuming control of the tilelaying business.

AGREEMENT

(PREPARATION OF WALLS AND CEILINGS TO RECEIVE TILE)

Agreement entered into this 22nd day of August, 1917, between the B. M. & P. I. U. and the O. P. & C. F. I. A. pertaining to the preparing or plastering of walls and ceilings which are to receive tile;

First. It is agreed that the plasterers of the O. P. & C. F. I. A. and the B., M. & P. I. U. shall prepare or plaster all walls which are to receive tile. They shall plumb, rod and square all walls and scratch the same so as to guarantee adhesion of the final coat which shall be put on by the Tilelayer to act as a bed for his tile.

Second. It is further agreed that the Plasterers of either the O. P. & C. F. I. A. or the B., M. & P. I. U. shall prepare or plaster all ceilings which are to receive tile. All ceilings must be leveled and rodded and properly scratched so as to guarantee adhesiveness of the final coat which shall be applied by the Tile Setter and act as a bed for his tile.

Third. It is further agreed that the Plasterers shall use only sand and cement in the preparation of work above stipulated unless otherwise specified by the architect.

Fourth. Any member of either organization that violates the above rules shall, upon conviction, be fined the sum of $25.00.

"Resolved, To qualify the agreement entered into between the Interstate Mantel and Tile Contractors' Association, Operative Plasterers and Cement Finishers' International Union and the Bricklayers, Masons and Plasterers' International Union of America to read:

"That three bathrooms, vestibules and small halls in private residences shall be plastered by the tile setter."

AGREEMENT

"Agreement entered into this —— day of —— 1918, by and between the Interstate Mantel and Tile Contractors' Association, the Operative Plasterers and Cement Finishers' Association of the United States and Canada, and the Bricklayers, Masons and Plasterers' International Union of America.

"The purpose of this agreement is to prevent hereafter jurisdictional disputes that have existed for the past twenty years between the tile and plastering interests, and which have resulted in many strikes among the workmen involved to the detriment of employer and employee and the building public.

"First. It is agreed that all materials for plastering work entering into the preparation of all walls, ceilings, etc., to receive tile and other work, and conceded as coming under the jurisdiction of the Mantel and Tile Contractors' Association, shall be included in the estimate and contract and the work shall come under the jurisdiction of the Mantel and Tile Contractors.

"Second. It is agreed that the plasterers of the O. P. & C. F. I. A. and the B., M. & P. I. U.

shall prepare or plaster all walls and ceilings which are to receive tile, except the final setting bed, which shall be applied by the tilelayer

"Third. All preparation work shall be done in a thorough and workmanlike manner, and it is understood and agreed that all walls and ceilings shall be plumbed, leveled and rodded under the direct supervision of the tile layers.

(Signed) ED. J. MCGIVERN,
President O. P. & C. F. I. A.
PETER G. COOK,
Vice-President O. P. & C. F. I. A.
T. A. SCULLY,
Secretary O. P. & C. F. I. A.
W. A. O'KEEFE,
General Organizer O. P. & C. F. I. A.
WM. J. BOWEN,
President B., M. & P. I. U.
THOS. R. PREECE,
Vice-President B., M. & P. I. U.
WM. DOBSON,
Secretary B., M. & P. I. U."

Carpenters and Sheet Metal Workers

AGREEMENT

For the purpose of bringing about conditions of harmony and co-operation the following agreement is this day entered into and agreed to by and between the Sheet Metal Workers' International Association and the United Brotherhood of Carpenters and Joiners of America:

It is agreed that members of the United Brotherhood of Carpenters and Joiners of America shall erect and install all interior metal trim such as

bucks, jambs, doors, casings, base, chair-rail, picture mouldings, partitions, and all other material generally referred to as trim except toilet partitions, which shall be done by Sheet Metal Workers. Also when a sheet metal contractor who is engaged in manufacturing and erecting sheet metal products for building, such as cornices, sky-lights, metal roofing, ventilating work, etc., manufactures the material referred to as trim, with members of the Sheet Metal Workers' International Association they shall do the erecting of same in a manner that will comply with the working agreement now in force between the Sheet Metal Workers and said firms.

It is further agreed that in the setting of metal window frames that when frames are set, stayed, plumbed or braced such work shall be done by Carpenters, but if set or placed in an opening in walls left when a building is erected the work shall be done by Sheet Metal Workers. The hanging and adjusting of metal sash shall be done by Sheet Metal Workers. It is further agreed that any metal work in connection with store fronts shall be done by Sheet Metal Workers.

It is further understood and agreed that in the erection of metal column forms the erection shall be done by Sheet Metal Workers. Any framing in connection therewith shall be done by Carpenters.

It is further agreed that the installation of metal lockers, also the erection of ordinary plain metal shelving shall be done by Sheet Metal Workers.

It is further understood and agreed that the members of neither organization shall work on any building where non-union men of the other craft are employed.

If any misunderstanding arises as to the meaning or carrying out of any of the provisions contained

herein the matter will be taken up with the General Presidents of the two organizations.

Dated March 21, 1928.

For United Brotherhood of Carpenters and Joiners:

WM. L. HUTCHESON, FRANK DUFFY.
T. M. GUERIN.

For Sheet Metal Workers' International Assn.:

JOHN J. HYNES, R. PATTISON,
ROBT. BYRON, W. J. ROONEY,
JAMES T. MORIARTY, THOMAS FAY.

In the last part of paragraph Two of the agreement entered into the 21st day of March, 1928, by and between the Sheet Metal Workers' International Association and the United Brotherhood of Carpenters and Joiners of America, beginning with "Also," it is understood and agreed that this refers only to the firms now manufacturing hollow metal doors and trim in their own shops in the City of Chicago, and the erecting of same in accordance with the working agreement between the Sheet Metal Workers and said firms, now in force.

WM. L. HUTCHESON JOHN J. HYNES

Sheet Metal Workers-Asbestos Workers Agreement

Agreement entered into this 13th day of April, 1939, by and between the Sheet Metal Workers' International Association and the International Association of Heat and Frost Insulators and Asbestos Workers covering the application of insulating and acoustical materials on inside and outside of sheet metal ducts and fittings in connection with ventilation and air-conditioning systems.

1. All insulating materials applied on outside of sheet metal ducts and fittings is recognized as coming within the jurisdiction of the International Association of Heat and Frost Insulators and Asbestos Workers.

2. All acoustical materials applied inside of sheet metal ducts and fittings, in shop or on job prior to erection of said ducts and fittings by Sheet Metal Workers, is recognized as coming within the jurisdiction of the Sheet Metal Workers' International Association.

3. All acoustical materials applied inside of sheet metal ducts and fittings on job after said ducts and fittings have been erected by Sheet Metal Workers is recognized as coming within the jurisdiction of the International Association of Heat and Frost Insulators and Asbestos Workers.

4. Any dispute or controversy arising out of the application or interpretation of this agreement shall be referred to and settled immediately by the General Presidents of the two International Unions involved, in accordance with the purpose and intent of this agreement.

(Signed)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION.
ROBT. BYRON, *General President.*
JAMES T. MORIARTY.
WM. O'BRIEN, *General Secretary-Treasurer.*
INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS.
JOSEPH A. MULLANEY, *General President.*
C. W. SICKLES, *General Secretary-Treasurer.*

Between the United Association of Journeymen Plumbers and Steamfitters and the United Brotherhood of Carpenters and Joiners of America.

Bath and Toilet Room Accessories and Medicine Cabinets

It is agreed that the installation of all bath and toilet room accessories, such as paper holders, towel rails or bars, glass holders, glass shelves, etc., however installed, shall be the work of the members of the United Association of Journeymen Plumbers and Steamfitters.

Further, that the installation of bath and toilet room medicine cabinets shall be the work of the members of the United Brotherhood of Carpenters and Joiners of America.

United Association of Journeymen Plumbers and Steamfitters.

George Masterton.
John Coefield.

United Brotherhood of Carpenters and Joiners of America.

M. A. Hutcheson.
Wm. L. Hutcheson.

Dated at Cincinnati, Ohio, September 29, 1939

AGREEMENT

Agreement between the United Brotherhood of Carpenters and Joiners of America and the Operative Plasterers' and Cement Finishers' International Association of the United States and Canada, at the headquarters of the First Named Organization, Carpenters' Building, Indianapolis, Ind., June 13, 1944.

This Agreement entered into by and between the United Brotherhood of Carpenters and Joiners of America, the Operative Plasterers' and Cement Finishers' International Association of the United States and Canada, in the matter of jurisdiction to govern the fabrication and setting of screeds and forms used in connection with the placing and finishing of cement or concrete, shall be as follows:

1. The setting of screeds of lumber, metal or other materials to determine the proper grade of concrete, when used to serve as forms, such as 2" by 4"s, or other plain pieces of material, when held in place by stakes and/or spreaders shall be done by Cement Finishers, members of the O. P. & C. F. I. A. and B. M. & P. I. U.

A screed is a strip of wood or metal used as a guide for leveling or grading a concrete floor, slab or sidewalk.

2. The fabricating of all screeds and stakes, for any purpose, and the construction and setting of all forms shall be done by Carpenters, members of the U. B. of C. & J. of A.

A form is a built-up section of wood, metal or composition board used for the purpose of moulding concrete to a given line or shape.

3. Any bulkhead that is one single board in height, and that has no key attached or which is not notched or fitted shall be set and braced or staked by Cement Finishers, providing same is used as a screed. The term bulkhead shall mean a form or screed erected for the purpose of separating pours of concrete. Any bulkhead that must be notched or fitted, or which has a key attached, or which is over one board high, or any bulkhead that is not used as a screed, shall be fabricated and set by Carpenters.

For the U. B. of C. & J. of A.:

M. A. HUTCHESON, *First General Vice President.*

JOHN R. STEVENSON, *Second General Vice President.*

For the O. P. & C. F. I. A.:

JOHN E. ROONEY, *General President.*
JOHN J. HAUCK, *First Vice President.*

MEMORANDUM OF UNDERSTANDING

By and between

The International Brotherhood of Electrical Workers

and

The International Hod Carriers', Building and Common Laborers' Union of America*

1. The International Brotherhood of Electrical Workers recognizes the jurisdiction of the International Hod Carriers', Building and Common Laborers' Union of America over such work as all digging, excavating, grading, backfilling, cutting and replacing of all pavements and the handling of all material in connection therewith, performed for Gas Utility Companies, affiliated or non-affiliated with the Electric Utilities, in all cases except where the International Brotherhood of Electrical Workers has agreements now in effect as of this date. Such agreements shall continue until the next termination period effective in said agreements and the International Brotherhood of Electrical Workers agrees to exercise all options to change said agreements to conform with the description of jurisdiction as above outlined by serving such notice as may be required to effect such change. If, however, the International Brotherhood of Electrical Workers, at such period or periods of termination, is convinced that the termination of any such agreements would impair the prestige of the Electrical Workers in the Electric Public Utility field, the

* For full report see page 133 of the Proceedings of the 34th Annual Convention, New Orleans, 1940.

matter of termination of said agreements will be taken up and discussed by both parties to this memorandum of understanding with the protection of the mutual welfare and interest of both parties to this memorandum of understanding being the paramount and deciding factor. When such termination or changes are effected, the work shall revert to and be considered the work of the Laborers, parties hereto.

2. It is recognized by both parties hereto that all provisions with respect to the work herein defined will apply in the instances of work in connection with water and steam, in the same manner and to the same effect as applies to gas. Likewise, the provisions relative to agreements now in effect apply on steam and water equally with gas.

3. The International Brotherhood of Electrical Workers reserves its established jurisdiction over right of way clearance performed by members of the International Brotherhood of Electrical Workers employed directly by Electric Utilities.

4. The International Brotherhood of Electrical Workers recognizes that the work of right of way clearance, with the exception of the digging of post holes and anchors and the back-filling of same, performed on or in connection with transmission line construction, through contracts, or on R. E. A. projects, is the jurisdiction of the International Hod Carriers', Building and Common Laborers' Union of America.

5. The International Hod Carriers', Building and Common Laborers' Union of America recognizes the jurisdiction of the International Brotherhood

of Electrical Workers over handling of all electrical material, beginning with the unloading at the first point of delivery on the job, and continuing through its ultimate use or disposal.

6. Both parties to this understanding and agreement agree that there shall be no compacts entered between either party and any third parties in a jurisdictional issue affecting or involving either party hereto.

7. Both parties hereto agree that in the instance of any issues arising on work not herein covered or outlined, the settlement and disposal of such issues shall be only through procedures before proper tribunals, established within the American Federation of Labor, or through methods agreed upon by the International Presidents of the organizations parties hereto.

The International Brotherhood of Electrical Workers and the International Hod Carriers', Building and Common Laborers' Union of America hereby affix the signatures of the respective International Presidents in acknowledgement of an agreement to terms of understanding herein described, this third day of February, 1940, at Miami, Fla.

(Signed) D. W. TRACY,

General President, International Brotherhood of Electrical Workers.

Signed JOS. V. MORESCHI,

General President, International Hod Carriers', Building and Common Laborers' Union of America.

ARTICLES OF AGREEMENT

Between the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada, Hereinafter Referred to as the United Association, and the International Brotherhood of Boiler Makers, Iron Ship Builders, Welders and Helpers of America, Hereinafter Referred to as Boiler Makers.

For the purposes of eliminating jurisdictional disputes between the membership of these two International Unions, and for the further purpose of laying the groundwork for extensive cooperation and fraternal good will between the two memberships, and for the additional purpose of cooperating together in the unionization of those industries and firms in which we are jointly interested, the representatives of the two International Unions hereby undertake to dispose of the questions existing between them which have provoked jurisdictional disputes. In so doing it should be understood by all concerned that we are attempting only to settle controversies between ourselves and are not undertaking to settle disputes which either of the organizations herein involved may have with other International Unions, or to dispose of work which properly belongs to any other International Union.

Refinery Installation

1. On the equipment that has caused considerable misunderstanding in the industry, the United Association of Journeymen Plumbers and Steamfitters and the International Brotherhood of Boiler Makers, Iron Ship Builders, Welders and Helpers of America have agreed on the following division of work, viz.:

2. The installation of tubes in pipe stills or furnaces, commonly called oil heaters, will be handled, installed and finished by a composite crew equal in number of Boiler Makers and members of the United Association.

3. The erection of furnace frame, casing, doors and support will be performed by Boiler Makers.

4. All circulating piping, pipe hangers and oil burners will be installed by the United Association.

5. The installing or removing of cooler, condenser and heat exchanger tube, or tubes of the shell and tube type of equipment, by any mode or method, shall be the work of the Boiler Maker.

6. The building of cooler, condenser and heat exchanger pipe coils, by any mode or method, shall be the work of the United Association.

7. The handling and setting of all work in connection with bubble or fractionating towers, reaction chambers or evaporators, trays, cups, baffles, tube sheets, tubes or other interior equipment shall be the work of the Boiler Maker.

The United Association shall perform all internal and external piping, valves, strainers and floats.

8. The application or installation of braces and supports, riveted to pressure vessel, is the work of the Boiler Maker.

9. The handling and placing of washers and agitators, including baffles, is the work of the Boiler Maker.

10. Cooling tower pans, frames and condenser boxes is the work of the Boiler Maker.

Coils and all pipe work in connection with same is the work of the United Association.

11. All work in connection with coke stills and asphalt stills is the work of the Boiler Maker.

All pipe work in connection with the same is the work of the United Association.

12. The handling and setting of completed heat exchangers is the work of the United Association.

Pipelines

13. It is hereby recognized that all transportation oil and gas lines is the work of the United Association.

14. Plate fabricated aqueducts or water lines to the point where it enters city or town distributing system, whether riveted or welded, is the work of the Boiler Maker.

Where flange or other patent joints are used it is the work of the United Association.

15. Plate fabricated intake and discharge lines in power plants, where riveted or welded joints are used, is work of the Boiler Maker.

Where flange or other patent joints are used it is the work of the United Association.

16. All other classes of manufactured pipe—regardless of material—used in the pipefitting industry, is the work of the United Association.

Tanks

17. Completed tanks which are an integral part of a piping job shall be installed by members of the United Association.

Knockdown or completed tanks which are not an integral part of a United Association installation, for example, brewery vats, distillery vats, etc., in or on buildings, shall be the work of the Boiler Maker.

18. All tankage for the storage of petroleum products in the petroleum industry, including bulk storage plants and all water towers, standpipes or water storage reservoirs, shall be the work of the Boiler Maker.

All pipe work in connection with same is recognized as the work of the United Association.

19. The erection and repair of gas holders is recognized as the work of the Boiler Maker.

All pipe work in connection with same is recognized as the work of the United Association.

Boilers

20. Hot and cold air and gas ducts in connection with boilers, furnaces or other duct work incidental to Boiler Makers' installation is the work of the Boiler Maker.

21. It is hereby recognized that the building of boilers, including economizers, superheaters, air heaters, casings, burner boxes, down comers, sludge boxes and sluice troughs, completed marine bent tube boilers, breechings, stacks and all air and gas ducts in connection with same is the work of the Boiler Maker.

Soot blowers, fuel piping, valves, boiler trimmings, the setting of completed boilers and knockdown cast iron boilers and all pipe work in connection with same is the work of the United Association.

22. The burning and welding on work in the jurisdiction of the United Association will be performed by the members of the United Association.

Burning and welding on work in the jurisdiction of the Boiler Maker shall be performed by the Boiler Maker.

23. The handling and rigging of all materials and equipment coming under the jurisdiction of these two trades will be performed by each respective trade.

24. It is understood that each class of work listed above, under the several sub-heads, stands alone by itself and no combination of sub-sections can be used to produce a result not contemplated by this agreement, as this agreement is fairly and honestly entered into and must be so applied.

25. Questions may arise which are not specifically covered by the articles of this agreement and it is understood that our respective officers and representatives will make a sincere effort to reach an amicable understanding based upon the broad principles herein laid down.

26. All new questions which may arise and which are not clearly covered by the terms of this agreement and that have failed of settlement locally between representatives of the two Organizations shall be jointly submitted to the two International Presidents or the officer acting in his place, with all supporting data and argument.

If the International Presidents fail to agree, they may submit same to a neutral umpire, jointly selected by them.

The work disposed of by this agreement shall not be subject to further arbitration or interpretation by any tribunal.

27. This agreement supersedes and voids all previous agreements between the United Association and the International Brotherhood, and likewise voids all decisions on controversies which occurred between the two International Organizations or between their affiliated local unions, affecting the

United Association and the International Brotherhood, or by the American Federation of Labor, or the Building and Construction Trades Department of the American Federation of Labor, or by any other tribunal prior to the effective date of this agreement.

United Association of Journeymen Plumbers and Steamfitters of the United States and Canada:
CHARLES N. RAU.
LEO A. GREEN.
MICHAEL F. GARRETT.

International Brotherhood of Boiler Makers, Iron Ship Builders, Welders and Helpers of America:
CHAS. J. MACGOWAN.
HARRY NICHOLAS.

Signed at Chicago, Ill., this 1st day of August, 1941.

Approved:

GEORGE MASTERTON,
General President.
WM. E. WALTER.
J. A. FRANKLIN,
International President.

By the action of the 35th Annual Convention of the Building and Construction Trades Department the agreement made by and between the United Association of Plumbers and Steam Fitters and the International Brotherhood of Boiler Makers, Iron Ship Builders, Welders and Helpers of America was accepted, with the understanding that this agreement incorporated in the permanent record of the Department would not interfere with

or alter the jurisdiction of any other National or International Union affiliated with the Building and Construction Trades Department.

Addendum to Agreement

Re: Clarification—Rule 21—Agreement—International Brotherhood of Boiler Makers, Iron Ship Builders, Welders and Helpers of America and United Association of Journeymen Plumbers and Steamfitters of the United States and Canada.

Subsequent to the writing of the terms of the agreement there has been a question raised regarding the jurisdiction of work in connection with attemporators which was not included in Rule 21 of the above agreement. Hence, it is agreed by the above contracting parties that the word "attemporator" shall be included in Rule 21 paragraph 1, after the word "superheaters."

It is further discovered that a further clarification af Rule 21, paragraph 2, should be made by inserting in Rule 21, paragraph 2, in the second line after the word "trimmings" the following language: "All circulating piping for appurtenances and component parts of boiler."

The amended Rule 21 would then read as follows:

"It is hereby recognized that the building of boilers, including economizers, superheaters, attemporators, air heaters, casings, burner boxes, downcomers, sludge boxes and sluice troughs, completed marine bent tube boilers, breechings, stacks, and all air and gas ducts in connection with the same is the work of the Boiler Maker."

"Soot blowers, fuel piping, valves, boiler trimmings, all circulating piping for appurtenances and component parts of the boiler, the setting of com-

pleted boilers and knockdown cast iron boilers and all pipe work in connection with same is the work of the United Association."

The agreement of August 1, 1941, between the two International Organizations has reduced jurisdictional disputes between these two Organizations to a very minimum and this clarification is made in the hope that it may entirely eliminate any further jurisdictional misunderstandings.

(Signed) JOHN J. MCCARTIN,
Special Representative,
United Association of Journeymen Plumbers and Steamfitters.

(Signed) J. A. FRANKLIN,
International President,
International Brotherhood of Boiler Makers.

March 20, 1942.

AGREEMENT

Between the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers and the International Brotherhood of Electrical Workers*

It is hereby agreed that the operators of vehicles delivering electrical material come under the jurisdiction of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers.

It is further agreed that the operators of vehicles used for electrical construction work, maintenance work or electrical repair work—that is, when such vehicles are used for transporting man or men and/or material to and from job, and said vehicle

* For full report see Case 41 of Executive Council's Annual Report, 1942.

remains at job site with man or men in the performance of electrical work, and the operation of the vehicle is an integral part of the work—such operator comes under the jurisdiction of the International Brotherhood of Electrical Workers.

It is understood and agreed that the equipment operated by electrical workers shall only be the truck carrying the line and maintenance crews, tools, etc., to and from the job, or the emergency car from electrical contracting shops carrying only tools and repair equipment for emergency work. Operation of all delivery equipment for the delivery of materials of all character, such as poles, pipes, transformers, cables, and electrical appliances, such as refrigerators, radios, etc., shall be the jurisdiction of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers.

Signed this 11th day of February, 1942.

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers:

JOHN M. GILLESPIE,
General Secretary-Treasurer.

DAVE BECK,
Vice President.

International Brotherhood of Electrical Workers:

G. M. BUGNIAZET,
International Secretary.

CHARLES M. PAULSEN,
Chairman, Executive Council.

EDWARD J. BROWN,
International President.

Agreement (Pointing or Caulking Around Steel Window Sash)

Agreement entered into April 12, 1919, at Indianapolis, Ind., between the Executive Officers of the B. M. & P. I. U. and the O. P. & C. F. I. A. as follows:

"It was agreed that the pointing around steel sash on exclusive concrete shall be done by the members of the O. P. & C. F. I. A. The pointing of all steel sash where whole or part is masonry shall be done by the members of the B. M. and P. I. U."

For the O. P. & C. F. I. A.

EDWARD J. MCGIVERN, *President.*
PETER G. COOK, *First Vice-President.*
THOMAS A. SCULLY, *Secretary-Treasurer.*
W. A. O'KEEFE, *Organizer.*

For the B. M. & P. I. U.

WILLIAM J. BOWEN, *President.*
THOMAS R. PREECE, *First Vice-President.*
WILLIAM M. DOBSON, *Secretary.*

Agreement for Avoidance if Dispute Between United Slate, Tile and Composition Roofers and Sheet Metal Workers' International Association

(Endorsed by Seattle Convention, Building Trades Department, November, 1918)

DECISION RENDERED, JULY 12, 1922

In the matter of the subject referred to in the foregoing title, it is the decision of the Board that the following agreement be concurred in:

Upon that portion of the report of the Executive

Council under the above caption the committee reported as follows:

"The representatives of the Sheet Metal Workers and the Slate, Tile and Composition Roofers appeared before your committee and requested that they be given an opportunity to reach an agreement. The request was granted and the following represents the agreement reached by the trades in interest:

"This agreement made and entered into at Atlantic City, N. J., July 25, 1913, by and between the Sheet Metal Workers, party of the first part and the Slate, Tile and Composition Roofers, party of the second part, in pursuance of correspondence and action thereon as found on page 76 of the Report of the Proceedings of the Sixth Annual Convention of the Building Trades Department, whereby the party of the first part agrees to cause its affiliated local unions and their members to respect and observe the trade jurisdiction of the party of the second part as approved by the Building Trades Department of the American Federation of Labor, and refrain from doing any work granted to said party of the second part in the aforesaid jurisdiction in all towns and localities, where the party of the second part has a duly chartered local union.

"The party of the second part agrees to cause all its local unions and their members to observe and respect the jurisdiction of the party of the first part as established and approved by the Building Trades Department of the American Federation of Labor."

MEMORANDUM OF UNDERSTANDING

Between

The Operative Plasterers' and Cement Finishers' International Association,

The Bricklayers, Masons and Plasterers' International Union

and

The International Hod Carriers', Building and Common Laborers' Union

1. This memorandum of understanding shall only cover the performance of work coming under the jurisdiction of either the Cement Finishers or Laborers in connection with the preparation, pouring, placing, spreading, rodding and finishing of cement or concrete on highways, roads, streets and airport runways.

2. The mixing, handling, pouring, puddling, blocking, vibrating and spreading of all concrete shall be the work of the Laborers. The setting, leveling and lining of all slab steel forms on roads, highways and streets shall be the work of the Laborers.

3. All labor on center expansion machine, all expansion and contraction joints, center strips and center steel shall be the work of the Laborers.

4. The handling of bull floats where bull float is used for strike off shall be the work of the Laborers.

5. The tending to Cement Finishers, the handling and distributing of all material on sidewalks, curbs and gutters is the work of the Laborers.

6. The setting of all forms for sidewalks, curbs

and gutters shall be the work of the Cement Finishers.

7. Straight edging, floating, trowelling, edging, rubbing and brushing shall be the work of the Cement Finishers.

8. It is understood that this memorandum is entered into for the purpose of clarifying jurisdiction as outlined above and in the event of any dispute arising in connection with the work as outlined above, the said dispute shall be referred to the General Presidents of the International Unions parties hereto. In the event of any dispute arising on any work not covered by this agreement such as bridges, viaducts and underpasses, the said dispute shall be immediately referred to the General Presidents of the International Unions involved, or to whomever the said General Presidents may assign, for the purpose of attempting to adjust the said dispute amicably. During the period of time that these attempts are being made for adjustment there shall be no stoppage of work on the job.

Operative Plasterers' and Cement Finishers' International Association:

JOHN E. ROONEY, *President.*
JOHN J. HAUCK, *First Vice President.*

Bricklayers, Masons and Plasterers' International Union:

HARRY C. BATES, *President.*
A. J. CLELAND.

International Hod Carriers', Building and Common Laborers' Union of America:

JOS. V. MORESCHI, *General President.*
JOHN W. GARVEY.

July 19, 1948

Attested: RICHARD J. GRAY,
President, Building and Construction Trades Department, AFL.

AGREEMENT UNDER NATIONAL JOINT BOARD FOR SETTLEMENT OF JURISDICTIONAL DISPUTES, BUILDING AND CONSTRUCTION INDUSTRY

We the undersigned request that Joint Board No. 1 be discharged. "The issue in dispute is the laying of wood fibre conduit underground for the carrying of electrical wires and cables."

It is agreed that this work is the work of the International Brotherhood of Electrical Workers.

Signed this 13th day of July, 1948.

International Hod Carriers', Building and Common Laborers' Union of America: JOS V. MORESCHI,
General President.

International Brotherhood of Electrical Workers: D. W. TRACY,
International President.

Attested: RICHARD J. GRAY,
President of the Building and Construction Trades Dept., A. F. of L.

Iron Workers—Elevator Constructors
Directional Elevators

AGREEMENT

May 26, 1953

For the purpose of establishing complete harmony and cooperation on the erection of two directional elevators for the Bowser Engineering

Company in various parts of the country, the International Association of Bridge, Structural and Ornamental Iron Workers, and the International Union of Elevator Constructors, hereby enter into the following agreement, effective on and from June 1, 1953.

One team of elevator constructors to not less than two iron workers while installing the following: 1—crane rails, 2—crane bridges, 3—hoisting of all elevator equipment necessary to be in place before pent house roof is poured, 4—optional hoisting of crane drives, 5—all hatchway steel that replaces normal elevator hatchways, 6—catwalks, platforms, stairways and ladders.

The Bowser Engineering Company agrees to pay iron workers the regular wage scale in the jurisdiction of the Local Union in which the project is located plus 25 cents per hour to one iron worker who acts as foreman under the supervision of the elevator mechanic on the job.

Signed for International Association of Bridge, Structural & Ornamental Iron Workers:

JOHN L. McCARTHY, *Gen. Vice President.*

Signed for International Union of Elevator Constructors:

J. A. ALTMAN, *Reg. Business Representative.*

Attested July 10, 1953

JOHN T. DUNLOP, *Chairman*
National Joint Board.
Boilermakers-Ironworkers

"September 23, 1953

The undersigned representatives of the International Association of Bridge, Structural and Ornamental Iron Workers and the International Brotherhood of Boilermakers, Iron Shipbuilders,

Blacksmiths, Forgers and Helpers recommend to the respective General Presidents the attached agreement for the settlement of jurisdictional disputes between the two organizations.

(Signed) J. R. DOWNES,
International Association of Bridge, Structural and Ornamental Iron Workers

(Signed) J. P. MCCOLLUM,
International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers."

September 23, 1953

Memorandum of Agreement

This memorandum of agreement between the International Association of Bridge, Structural and Ornamental Iron Workers and the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers supplements and interprets the agreement of October 15, 1928, between the two organizations and the decision of record of May 19, 1947.

It is the purpose of this agreement to improve relations between the two trades, to eliminate work stoppages which are costly to the membership of both organizations and to the industry, to settle jurisdictional disputes directly between the two trades, and mutually to assist each union to secure work coming within its recognized jurisdiction. In order to achieve these objectives, it is mandatory upon the membership of local unions affiliated with both International Unions to comply with the provisions of this memorandum of agreement.

It is expressly understood and agreed that this agreement shall not relate to or have any bearing

on jurisdictional disputes that may exist or in the future occur, between either of the parties hereto with any other International Union or subordinate body thereof.

1. WIRE MESH. Wire mesh when attached or welded directly to the breeching, stacks or vessels shall be installed by Boilermakers, and wire mesh when attached or fastened to lugs, clips, bolts, nuts or any other attachments (which have already been attached or welded to the breeching, stacks or vessels by Boilermakers) shall be installed by Iron Workers.

2. DERRICKS. Where a derrick is used by both crafts, one craft shall erect and the other craft shall dismantle same. Where such derrick is used only by one of the crafts, then that craft shall erect and dismantle same.

3. PRECIPITATORS. Plate work and buckstays and internals shall be the work of the members of the Boilermakers; structural supports shall be the work of the Iron Workers including the house roof. Roof supports or lugs attaching directly to the precipitator shell shall be the work of the Boilermakers. When roof supports attach to lugs, the Boilermakers shall weld the lug to the precipitator shell and the Iron Workers shall erect the roof supports thereto.

4. OVERHEAD SUPPORTING STEEL FOR STEAM GENERATORS

(a) The erection of structural members, which may be channels, beams or angles, and which are directly attached to and suspended from the building roof steel for the purpose of supporting the steam generating unit shall be the work of the Iron Workers.

(b) The erection of all rods or other steel mem-

bers, attached to the members described in paragraph (a), and used for the purpose of supporting tubes and other Boilermakers' work, shall be performed by the Boilermakers.

5. THE ERECTION AND REPAIR OF BLAST FURNACES

The following work items shall be erected and installed by the Iron Workers:

Foundation rod and bands
Column bases and columns
Main, top furnace platform (except supports which weld, or rivet to shell)
Top super-structure
Bell trolley
Bell beams
Bell cables
Jib-crane and mast
All top mechanism such as large bell, small bell, bell rods, large bell hopper, gas seal hood, distributor, revolving hopper, receiving hopper and small bell seat
Skip bridge
Skip cars and cables
Skip operating mechanism such as skip hoist, large and small bell cylinders
Cast house structural steel and roof
Skip house
Skip bridge A-frame
Iron and cinder runners and cast house auxiliaries
Trestle and stock house parts such as coke, stone and ore bins
Coke and ore chutes
Scale car and larry cars
Pug mill machinery
Elevator shafts

The following work items shall be erected and installed by the Boilermakers:

Hearth jacket
Hearth coolers
Tuyere jacket
Blast furnace shell
Bustle pipe
Furnace top ring and dome
Offtakes—Uptakes
Downcomers and attached wearing plates
Bleeder pipe, valves and stack
Bosh band
Dust catcher
Hot blast stoves
Hot blast valves and castings
Gas washer
Gas mains
Gas precipitators
Cold blast main and mixer line
Stove stacks
Dust legs
Hot ladle cars
Support for main top furnace platform which weld or rivet to shell
Stock line brackets and abrasion or wearing plates
Tuyere stocks

6. CATWALKS, PLATFORMS, STAIRWAYS AND LADDERS

(a) Catwalks, platforms, stairways, and ladders erected on storage tanks for liquid or gas, and processing tanks erected by the Boilermakers, and installations commonly referred to as tank farms shall be performed by Boilermakers.

(b) Catwalks, platforms, stairways and ladders

supported exclusively by a pressure vessel, such as a bubble or fractionating vessel, shall be erected by Boilermakers.

(c) Catwalks, platforms, stairways, and ladders supported by structural steel supports shall be erected by Ironworkers. When supported by both the pressure vessel and structural steel supports, the erection of the catwalks, platforms, stairways and ladders shall be performed by Iron Workers, except that the welding or attaching of the lug or support directly to the pressure vessel shall be performed by Boilermakers.

(d) Catwalks, platforms, stairways, and ladders in connection with blast furnace construction shall be performed as follows:

(i) The Boilermakers shall attach the lugs or supports directly to the shell of the blast furnace and the Iron Workers shall then erect the catwalks, platforms, stairways, and ladders.

(ii) The erection of catwalks, ladders and stairways on hot stoves and precipitators in connection with the blast furnace construction, in accordance with paragraph (b) of this section, shall be erected by Boilermakers. The erection of the platforms and bridgeways across the top of hot stoves, however, shall be erected by iron workers, except that the welding or attaching of the lugs or supports directly to the hot stove shall be performed by Boilermakers.

7. FORCED AND INDUCED DRAFT FANS. The erection of forced and induced draft fans in connection with the construction of steam generating installations, which come in completed units, shall be performed by Iron Workers. Attachments to the ducts and breeching shall be performed by Boilermakers. On forced and induced draft fans,

which come knocked down, the Iron Worker shall erect and install the pedestal and rotor and the Boilermakers shall erect and install the fan housing.

8. PROCEDURES.

(a) The General President of each organization will designate a representative to be assigned to adjust directly all disputes between the two trades which can not be adjusted at the local level.

(b) Committees designated by the respective General Presidents shall meet periodically to review work covered by this agreement and to consider new problems which arise in order to adjust same.

(c) Installations in process on the date of this agreement shall be completed in accordance with the existing assignments or ruling of the National Joint Board.

International Association of Bridge, Structural and Ornamental Iron Workers

St. Louis, Missouri.

(Signed) J. H. LYONS,
General President

(Signed) J. R. DOWNES,
General Secretary

Approved Nov. 2, 1953,
General Executive Council.

International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers

Kansas City, Kansas.

(Signed) CHAS. J. MACGOWAN,
International President.

(Signed) WM. J. BUCKLEY,
International Sec.-Treas.

Approved Nov. 5, 1953,
International Executive Council.

Straight Telegram

St. Louis, Mo., November 2, 1953.

Charles J. MacGowan, International President
International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers of America
New Brotherhood Building
Kansas City, Kansas

This is to notify you that the Executive Council of the International Association of Bridge, Structural and Ornamental Iron Workers at its meeting today unanimously ratified and adopted the memorandum of agreement dated September 23, 1953, which supplements and interprets the agreement of October 15, 1928, between our two respective organizations as well as decision of record of May 19, 1947.

JOHN H. LYONS, *General President.*
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

November 10, 1953.
File: 12(i)-1(c)

Mr. J. H. Lyons, President
Intl. Bridge & Structural Iron Workers
Ste. 300, Continental Building
3615 Olive Street
St. Louis, Missouri

Dear Sir and Brother:

Under date of November 6, 1953, I wired you as follows:

"This is to officially notify you that our International Executive Council after devoting a full day to the discussion of the proposed memorandum of agreement dated September 23, 1953, which implements and interprets the agreement of October 15, 1928, finally approved same by a

unanimous vote of the Executive Council. However in the discussion it developed that one or two minor clarifications may be necessary in order to avoid future misunderstandings by our respective memberships. These clarifications will in no sense alter the purpose of the memorandum of September 23, but will in truth and in fact be clarifications only. I shall write you the details of the same next week. I am furnishing John Dunlop with a copy of this telegram."

Now, Brother Lyons, it is needless for me to say that the discussions in our International Executive Council were long and earnest over the question of approving the proposed supplementary agreement. While it was finally adopted by a unanimous vote, it was the feeling of the International Executive Council that there was one principle involved which should be protected, from our standpoint, and there were at least two additional clarifications which should be incorporated in order to make the understanding as effective as possible.

The principle to which I refer was the question of our craft deviating from our historic position that all vessels requiring tight joints must be the work of the Boilermakers and the allotment of the bells in blast furnaces to any other trade was a departure from our traditional policy. I assure you it was not the amount of work involved which caused us our difficulty, but rather the principle of a "tight joint." However, in our earnest desire to reach a peaceful understanding between the two International Unions, we accepted the assignment of bells, but with the hope that the two Internationals could agree to an interpretation to be added as a footnote to the first portion of section 5,

captioned, "The Erection and Repair of Blast Furnaces," this footnote to read substantially as follows:

"It is mutually agreed between the two International Unions that the awarding of the blast furnace bells to the Structural Iron Workers is without prejudice to the Boilermakers' historic claims over all vessels requiring tight joints."

In the second portion of section 5, which is the Boilermakers' list of work, it occurred to us that the negotiators unintentionally overlooked the word "mantle" and if it is agreeable to all parties, we would request that the word "mantle" be inserted in the proper place in the list of work awarded to the Boilermakers.

Returning to section 4, captioned, "Overhead Supporting Steel for Steam Generators," it was the opinion of our International Executive Council that while the intent of the two organizations is covered in this section, it was our feeling that in order to avoid future disputes, the language need clarifying, particularly where in sub-section (a) (Iron Workers' section), the words "for the purpose of supporting the steam generating unit" and in subsection (b) (Boilermakers' section), the words ". . . used for the purpose of supporting tubes and other Boilermakers' work . . ." might be interpreted in such a manner as to cause confusion because, after all, the complete boiler is still a steam generating unit from the standpoint of the Boilermaker and tubes are but a part of the steam generating unit. It is our suggestion that after the words "Boilermakers' work" in the third line of section 4 (b), the words "which are a part of the steam generating unit" be added so that the whole section will read:

"The erection of all rods or other steel members, attached to the members described in paragraph (a), and used for the purpose of supporting tubes and other Boilermakers' work, which are a part of the steam generating unit, shall be performed by the Boilermakers."

If it is agreeable with you, I would suggest that Secretary Downes and Vice President McCollum have a further meeting and see if it is not possible to work out these suggestions, which, I repeat again, are not intended to change the intent of the agreement in any manner other than to clarify it to avoid confusion.

With best wishes, I am

Fraternally yours,
CHARLES J. MACGOWAN,
International President.

CJM:CW
cc: John Dunlop
cc: J. R. Downes
cc: J. P. McCollum
OEIU No. 4-AFL

International Association of Bridge, Structural and Ornamental Iron Workers
January 9, 1954.

Mr. J. P. McCollum, Vice President
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers and Helpers
New Brotherhood Building
Kansas City 11, Kansas

Dear Sir and Brother:

The correspondence dated November 10, 1953, directed by Charles J. MacGowan, International President of the Brotherhood of Boilermakers, to J. H. Lyons, General President of this International Association, as well as the correspondence

dated November 13, 1953, from General President Lyons to International President Charles J. MacGowan, has been reviewed by the writer.

It is the opinion of the officials of this International Association that the suggestions outlined by President MacGowan warrant consideration and that, for the purpose of clarification, further understandings should be developed.

Inasmuch as the "Memorandum of Agreement" dated September 23, 1953—and signed by yourself and the writer—has been ratified by the International Executive Council of the Brotherhood of Boilermakers, and the General Executive Council of this International Association, it is our opinion that no change should be made in this document as such action would require further ratification from the Executive Councils of both organizations.

It is agreeable to the officials of this International Association that the following clarifications will be stipulated:

"It is mutually agreed between the two International Unions that the awarding of the blast furnace bells to the Structural Iron Workers is without prejudice to the Boilermakers' historic claims over all vessels requiring tight joints."

It is also understood that the work item "mantle" should be included in the Boilermakers' division of Section 5 of the "Memorandum of Agreement."

It shall be understood that the meaning of Section 4, Paragraph (b) of the "Memorandum of Agreement"—captioned OVERHEAD SUPPORTING STEEL FOR STEAM GENERATORS—shall be as follows:—

"The erection of all rods and other steel members, attached to the members described

in Paragraph (a) and used for the purpose of supporting tubes and other Boilermaker's work, which are a part of the steam generating unit, shall be performed by the Boilermakers."

I believe that confirmation of these clarifications by International President Charles J. MacGowan and General President J. H. Lyons, as well as yourself and the writer, would be sufficient and thereby eliminate any need to reopen the present "Memorandum of Agreement" as ratified by both International Unions.

I am, with best wishes

Fraternally yours,
J. R. DOWNES,
General Secretary.

JRD:HB

January 18, 1954

R. J. Gray, President
Building & Construction Trades Department
American Federation of Labor
Washington, D. C.

Dear Mr. Gray:

I am advised that you have received the agreement signed by President J. H. Lyons and President Charles J. MacGowan, dated January 12, 1954, an identical communication which was sent to the National Joint Board.

In accordance with Article III, Section 2 of the Agreement creating the Joint Board, I hereby attest to this agreement.

It is my understanding that the two organizations intend to print the agreement in convenient form in the near future.

Very truly yours
(Signed) JOHN T. DUNLOP
Chairman
National Joint Board

JTD:thw

September 13, 1954

Wm. J. McSorley, General President
Wood, Wire and Metal Lathers International Union

Ambassador Hotel
Los Angeles, Calif.

Dear Sir and Brother:

At your request and in order to avoid any misunderstandings with the Wood, Wire and Metal Lathers International Union, the undersigned wish to advise that Section 1, captioned "Wire Mesh" of the Memorandum of Agreement dated September 23, 1953, entered into between the International Association of Bridge, Structural and Ornamental Iron Workers and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers is not intended and does not apply to the erection of light iron furring or metal lath used to receive plaster.

Fraternally yours,

(Signed) WM. A. CALVIN,
International President,
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

(Signed) J. H. LYONS,
General President,
International Association of Bridge, Structural and Ornamental Iron Workers

January 28, 1954

AGREEMENT BETWEEN THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS AND THE BRICKLAYERS, MASONS AND PLASTERERS' INTERNATIONAL UNION OF AMERICA.

(1) This agreement covers the installation and application of all insulating materials on boiler wall construction.

(2) In the application of insulating materials over the boiler walls after same is completed, when said insulation is applied in one continuous operation and not in conjunction with the refractory material, this is the work of members of the International Association of Heat and Frost Insulators and Asbestos Workers.

(3) In cases where the insulation on the outside of the boiler walls is applied in conjunction with refractory materials as it progresses (scaffold high), said insulation is the work of members of the Bricklayers, Masons and Plasterers' International Union of America.

(4) In the event that a dispute over the application of this agreement cannot be settled locally, there shall be no stoppage of work, and the dispute

shall be referred to the headquarters of both International Unions for settlement.

International Association of Heat and Frost Insulators and Asbestos Workers:

(Signed) JOSEPH A. MULLANEY.
HUGH E. MULLIGAN.
C. W. SICKLES.

Bricklayers, Masons and Plasterers' International Union of America:

(Signed) HARRY C. BATES.
JOHN J. MURPHY.
THOMAS F. MURPHY.
A. J. CLELAND.

Attested:

JOHN T. DUNLOP, Chairman,
National Joint Board for Settlement
of Jurisdictional Disputes.

February 2, 1954.

DECISION OF AMERICAN FEDERATION OF LABOR IN RE ISSUANCE OF CHARTER TO ELEVATOR CONSTRUCTORS' INTERNATIONAL UNION.

WASHINGTON, D. C., May 9, 1904.

Mr. HENRY SNOW, *Gen. Secy.-Treas.*
International Union of Elevator Constructors,
40 Park Avenue, Chicago, Ill.

Dear Sir and Brother:

Today, Brothers Feeney and Havenstrite, of your organization, called at this office and requested a definite statement regarding matters of jurisdiction of your International Union.

Of course, you are aware that the same subject was under discussion at the Denver meeting of the Executive Council of the American Federation of Labor held last month.

Desirous of rendering the very best possible service I can to your organization, consistent with the rights to which all other organizations are entitled I therefore beg to say that at the time when your organization applied for charter, from the American Federation of Labor, the following claims to work were embodied in your application:

"The assembling of all elevator machinery, to wit: Hydraulic steam, electric, belt and compressed air; also assembling and building escalators, or traveling stairways; the assembling of all cars complete; putting up all guides, either of wood or iron; the setting of all tanks, whether pressure, open or pit tanks; the setting of all pumps (where pumps arrive on job in parts, they are to be assembled by

members of this union). All electric work connected with car machinery and hoisting, including bells, annunciators and lights; all overhead work, either of wood or iron, and supports for the same when required; the setting of all templets, all indicators; all foundations, either of wood or iron, that would take the place of masonry; the assembling of all hydraulic parts in connection with elevators; all locking devices in connection with elevators; the boring, drilling and sinking of all plunger elevators; all link belt carriers, and all work in general pertaining to the erection and equipment of an elevator complete."

Prior to issuance of the charter to your organization, claims to jurisdiction were made by several organizations of some classes of work which were not allowed. Then an agreement was reached between the representatives of the International Union of Elevator Constructors and the International Brotherhood of Electrical Workers, by which your organization yielded to the electrical workers the following classes of work: "The electrical work on flashlights, electrical annunciators and lamps, and feed wires to the controller." With that reservation, and with those claims made by your organization to jurisdiction, the charter was issued by the American Federation of Labor.

Fraternally yours,

(Signed) SAMUEL GOMPERS,
President, American Federation of Labor.

DECISION OF THE AMERICAN FEDERATION OF LABOR IN RE JURISDICTION OF ENGINEERS.

(Decision Norfolk, Va., Convention, American Federation of of Labor, November 11-23, 1907, Resolution No. 124.)

Resolved, That hoisting and portable local unions of the International Union of Steam Engineers have jurisdiction over the motive power of all derricks, cement-mixers, hod-hoists, pumps, and other machines used on construction work and be it further

Resolved, That the Building Trades organizations be requested to give all the assistance possible to the Hoisting and Portable Locals of the I. U. S. E. in maintaining the scale of wages now paid on this work.

This shall not, however, be construed as preventing the International Brotherhood of Electrical Workers from using a hand or electric winch for the purpose of pulling wire or cable through conduits, nor the wiring and repairing of all electrical appliances.

DECISION OF AMERICAN FEDERATION OF LABOR ELECTRICAL WORKERS—ENGINEERS.

(Decision Cincinnati, Ohio, Convention, American Federation of Labor, June 1922.)

That the electrical installation, electrical repairs, overhauling of general electrical apparatus in generating stations, substations and the operating of exclusively electrical-driven machines in the aforementioned plants or stations also that the operation

of traveling or other electric cranes for shop or factory purposes shall be Electrical Workers work.

"This decision is not to interfere with the jurisdiction of the Steam and Operating Engineers over operating steam-generating plants, electric hoists in building construction or electric shovels.

"These conclusions are not intended to disturb any other conditions obtained that are mutually satisfactory at this time, or that have been provided for by past action of the American Federation of Labor which are not in conflict with this decision."

DECISION OF AMERICAN FEDERATION OF LABOR IN RE DISPUTE BETWEEN TEAMSTERS AND IRON WORKERS.

The following is a decision of jurisdiction dispute existing between the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, and the Bridge and Structural Iron Workers' International Union, rendered by an Arbitration Committee appointed by the Executive Council and adopted by the Convention of the American Federation of Labor held in Portland, Oreg., October, 1923:

"It is clearly evident that the Bridge and Structural Iron Workers' International Union has gradually and persistently encroached upon the jurisdiction of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America. It has constantly endeavored to broaden the jurisdiction by claiming, and in some instances practicing the rights to load and unload materials off and on wagons, trucks and automobiles. In the opinion of the Committee, this work clearly belongs to the International Brotherhood of Teamsters, Chauf-

feurs, Stablemen and Helpers of America. This work was conceded to this organization through its charter of affiliation with the A. F. of L. All loading, hauling and unloading of materials on and off wagons, trucks and automobiles belong to the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America. However, where building material is hauled to buildings under construction and the foreman, contractor, or person in charge of the erection of the building, directs that it be hoisted from the wagon, truck or automobile, such hoisting shall be done by the members of the Bridge and Structural Iron Workers' International organization. Where it is loaded from the wagon, truck or automobile on the ground, street or sidewalk, such work shall be done by the members of the Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America."

DECISION OF AMERICAN FEDERATION OF LABOR IN RE ERECTION OF ECONOMIZERS.

(Decision El Paso, Tex., Convention, American Federation of Labor, November 17-25, 1924.)

In the controversy existing between the Brotherhood of Boiler Makers and the United Association of Plumbers and Steam Fitters over the erection of economizers, the decision is that in the opinion of the Executive Council the work belongs to the United Association of Plumbers and Steam Fitters.

United Association of Journeymen Plumbers and Steamfitters

By the decisions of the American Federation of Labor, rendered at both the Atlanta and Rochester

conventions, the substance of this action of these conventions of the American Federation of Labor was that there was only room for one organization in the pipefitting industry. And, that the United Association of Journeymen Plumbers and Steamfitters is recognized as the only organization having complete control of the pipefitting trade and industry in its entirety throughout the United States and Canada.

Following are the official decisions of the American Federation of Labor:

Atlanta Decision

The Atlanta Convention of the American Federation of Labor, held in Atlanta, Ga., November 13 to 25, inclusive, 1911, declared "that both for harmony and practicability the pipefitting trade should be represented in the American Federation of Labor, also in the Building Trades Department, by one general association of the pipefitting industry, namely the United Association of Plumbers, Gas Fitters, Steamfitters and Steamfitters' Helpers of the United States and Canada, and further, that the Executive Council of the Building Trades Department be requested to carry that declaration into effect." (See page 339 of the 1912 Rochester Convention proceedings.)

Rochester Decision

The Adjustment Committee's report to the delegates assembled at the Rochester Convention of the American Federation of Labor, held at Rochester, N. Y., November 11 to 23, inclusive, 1912, is as follows:

Your committee reports that it has considered carefully the efforts made by the Executive Coun-

cil of the American Federation of Labor to carry out and make effective the instructions of the Atlanta Convention, which declared that both for harmony and practicability the pipefitting trade should be represented in the American Federation of Labor, also in the Building Trades Department, by one general association of the pipefitting industry, namely, the United Association of Plumbers, Gas Fitters, Steamfitters and Steamfitters' Helpers of the United States and Canada.

DECISIONS RENDERED BY THE NATIONAL BOARD FOR JURISDICTIONAL AWARDS IN THE BUILDING INDUSTRY.

Air Coolers, Air Washers and Blowers, Consisting of the Assembling of Sheet Metal and Pipe Fitting

DECISION RENDERED MARCH 11, 1920

(Subject of dispute between the Amalgamated Sheet Metal Workers' International Alliance and the United Association of Plumbers and Steamfitters.)

The following agreement between the Amalgamated Sheet Metal Workers' International Alliance and the United Association of Plumbers and Steamfitters was confirmed:

September 9, 1918.

The undersigned committee, appointed by the General Presidents of their respective International Organizations namely, the United Association of Plumbers, Steamfitters and Steamfitters' Helpers and the Amalgamated Sheet Metal Workers' International Alliance, held joint conferences in the City of New York, beginning September 3, 1918, in an endeavor to arrive at an agreement concerning air washers, fans, blowers, the housing of same, and the pipe fitting on same.

After lengthy meetings participated in by all of the undersigned, representing the Joint Conference Committee of both International Unions, the following has been agreed to:

SECTION 1. That all sheet metal work of No. 10

gauge, or lighter, when used in air washers, fans, blowers, or on the housing of same, shall be recognized as being the work of the members of the Amalgamated Sheet Metal Workers' International Alliance.

SEC. 2. That all pipe fitting in connection with the above first section shall be recognized as being the work of the Steamfitters, members of the United Association of Journeymen Plumbers, Steamfitters and Steamfitters' Helpers.

SEC. 3. It being thoroughly understood by all of the undersigned that all the assembling and erecting of the work as defined in Section One, shall be the work of the members of the Sheet Metal Workers' International Alliance, excepting pipe fitting of all kinds, which shall be the work of the Steamfitters and Steamfitters' Helpers of the United Association.

SEC. 4. This agreement shall become effective and in full operation for all parties concerned beginning November 1, 1918.

Signed for Sheet Metal Workers this 9th day of September, 1918:

JAMES LENNON, *Gen. Org.*
R. PATTISON, *Chairman,*
W. M. O'BRIEN, *Secretary.*
WM. H. LYONS,
THOS. WALSH,
EDW. P. O'NEIL.

Signed for United Association:

E. W. LEONARD, *Gen. Org.*
CHARLES M. RAU,
RICHARD P. WALSH,
A. P. JOHNSON,
LEO A. MURPHY.

Low Pressure Heat

(Subject of dispute between the United Association of Plumbers and Steamfitters and the International Union of Steam Engineers in the Matter of maintaining temporary heat while structure is in course of construction.)

DECISION RENDERED MARCH 11, 1920

In the matter of the controversy between the engineer and steamfitter on the question of low pressure heat during completion of the heating system jurisdiction shall rest with the steamfitters until the initial test is completed, immediately after which time, whenever necessary to maintain heat, a stationary engineer shall be employed either by the contractor or the owner.

Low Pressure Heat (Rehearing)

(Subject of dispute between International Union of Steam Engineers and United Association of Journeymen Plumbers and Steamfitters.)

DECISION RENDERED AUGUST 2, 1923

In the matter of the controversy between the engineers and steamfitters on the question of low pressure heat during the completion of the heating system while the building is under construction, jurisdiction shall rest with the steamfitters until the general test has been made and the work accepted by the owner or his agent.

Pipe Railing or Guards for Enclosures, Stairways, Hatches, etc.

(Subject of dispute between the Bridge and Structural Iron Workers' International Association and the United Association of Plumbers and Steamfitters. Claimed by the Iron Workers entirely except when not used as a conduit for fluids or vapors claimed by Plumbers and Steamfitters when of standard-sized cut and threaded pipe.)

DECISION RENDERED MARCH 11, 1920

Pipe railing consisting of standard-sized cut and threaded pipe, not used in connection with structural or ornamental iron work, is awarded to Plumbers and Steamfitters.

INTERPRETATION RENDERED SEPTEMBER 15, 1920

"Iron pipe railing consisting of a preponderance of slip-joints made rigid with or without set-screws, pinions or rivets, supported by a threaded joint and flange at base or walls, is the work of the Iron Workers. Where, however, the preponderance of joints is of standard-sized cut and threaded iron pipe, it belongs to the Plumbers and Steamfitters."

Re-enforced Concrete, Cement and Floor Construction

(Subject of dispute between the Bridge and Structural Iron Workers' International Association and the Wood, Wire and Metal Lathers' International Union.)

DECISION RENDERED MARCH 11, 1920

In the matter of the controversy between the Iron Workers and Lathers over re-enforced concrete construction, it is decided that all iron and steel used for re-enforcement in re-enforced concrete, cement and floor construction be awarded to the Iron Workers.

In such cities and localities as are covered by existing agreements with employers awarding Lathers control over re-enforced concrete construction, these agreements are to be maintained inviolate until the date of their expiration, after which this decision shall prevail.

INTERPRETATION RENDERED DECEMBER 4, 1920

In the interpretation of this Board's decision of March 11, 1920, in the matter of the controversy between the Iron Workers and Lathers over reenforced concrete construction, it is not to be understood as abrogating, setting aside or in any way altering the decision of the Rochester Convention of the Building Trades Department, November 29, 1912, awarding jurisdiction over Hy-rib Lath to the Lathers, and it is to be understood that the placing of Hy-rib Lath or any ribbed metal lath, however it may be used, comes within the jurisdiction of the Lathers.

Vitrolite and Similar Opaque Glass

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the Brotherhood of Painters, Decorators and Paperhangers.)

DECISION RENDERED MARCH 11, 1920

That in the matter of the controversy between the Painters and Bricklayers on the subject herewith referred to, jurisdiction over the setting of vitrolite and similar opaque glass is awarded to the Bricklayers.

Vitrolite and Similar Opaque Glass (Rehearing)

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the Brotherhood of Painters, Decorators and Paperhangers.)

DECISION RENDERED MAY 26, 1924

It is the opinion of the Board that the foregoing decision of March 11, 1920; is intended to convey to the Bricklayers all counters and lavatories constructed of vitrolite or carrara glass and such glass when used in mural decorations on buildings in

place of marble or other stone or used in conjunction with marble or other stone as panels on counters.

It is the further opinion of the Board that the foregoing decision is intended to convey all vitrolite, opalite, white opal and other opaque glass installed on false work, furring strips, walls, ceilings, partitions or columns, secured with screw rosettes, molding, putty, expansion, toggle bolts or screws, to the Painters.

The agreement of December 5, 1910, which was concurred in by the Board of Awards on July 12, 1922, remains in effect, and any disputes that may arise in connection with the subject of the agreement with the Board's decisions shall be adjusted in accordance with the provisions contained in Sections 3 and 4 of the agreement.

Asbestos Plaster for Boiler Rooms, etc.

(Subject of dispute between the Operative Plasterers and Cement Finishers' International Association and the International Association of Heat and Frost Insulators and Asbestos Workers.)

DECISION RENDERED APRIL 28, 1920

In the dispute between the Asbestos Workers and Plasterers on the matter of plastering boiler rooms, etc., it is decided that the insulation and finishing coat on ceilings with asbestos and other insulating material, where the groundwork has been prepared and installed by the Asbestos Workers, shall, including the application of insulating material on boilers, tanks, vats, etc., be awarded to the Asbestos Worker.

Light Iron Furring, Brackets, Clips, Hangers, Corner Guards, Beads and Metallic Lath

(Subject of dispute between the International Union of Wood, Wire and Metal Lathers and the International Association of

Bridge and Structural Iron Workers.)
(Award of the Denver Convention, Building Trades Department, A. F. of L., adopted November, 1908. See printed proceedings, Pages 69 to 71, inclusive.)

DECISION RENDERED APRIL 28, 1920

In the matter of dispute between the International Union of Wood, Wire and Metal Lathers and the International Association of Bridge and Structural Iron Workers referred to in the foregoing title, the following award is concurred in:

"After going into an extended hearing of the jurisdiction claims of both organizations, your committee recommends that the erection and installation of all light iron work, such as light iron furring, brackets, clips, hangers, steel corner guards or beads,* and metallic lathing of all descriptions belong solely to the Lathers.

"This does not give the right, however, to the Lathers to install or erect any other iron work than as herein specified and outlined.

"This decision is based in conformity with the agreement entered into by the national officers of both organizations and endorsed by the Kansas City Convention of Structural Iron Workers and concurred in by the American Federation of Labor."

Hy-Rib Lath

In supplement of the foregoing decision the Rochester Convention of the Building Trades Department, November 29, 1912, awarded jurisdiction over Hy-rib Lath to the Lathers.

(Note interpretation rendered December 4, 1920, Re-enforced Concrete, Cement and Floor Construction.)

* Note the following decision.

Metallic Corner Beads When Set in Plastic Material

(Subject of dispute between the Operative Plasterers and Cement Finishers' International Association and the Wood, Wire and Metal Lathers' International Union.)

DECISION RENDERED MARCH 11, 1920

In the matter of the controversy between the Plasterers and Lathers on the question of the adherence of corner beads by plastic material, it is the opinion of the Board that deserved consideration was not given the subject when the previous decision was reached. It is therefore agreed that the Plasterers are awarded jurisdiction over sticking with plastic material metallic corner beads.

Acetylene and Electric Welding

(Subject of dispute between the trades named in the following memorandum.)

DECISION RENDERED APRIL 28, 1920

In the matter of the dispute referred to in the foregoing title, as approved by the Philadelphia Convention of the Building Trades Department, A. F. of L., November, 1914 (see printed proceedings, Page 99), the following agreement is concurred in:

"Representatives of the Electrical Workers, Sheet Metal Workers, Iron Workers, Plumbers and Steamfitters, and Machinists mutually agreed to the following decision:

"Each trade to have jurisdiction over all acetylene and electric welding when such process is used to perform the work of their respective trades."

Bronzing and Painting of Radiators and Pipe Connections

(Subject of dispute between the Brotherhood of Painters, Decorators and Paperhangers and the United Association of Plumbers and Steamfitters.)

(Award of Rochester Convention, Building Trades Department, A. F. of L., adopted November 29, 1912. See Page 141, printed proceedings.)

DECISION RENDERED APRIL 28, 1920

In the matter of the subject referred to in the foregoing title, the following award is concurred in:

Resolved, That the United Association of Plumbers and Steamfitters be and is instructed to require that its affiliated unions desist from further trespass upon the jurisdiction of the Brotherhood of Painters, Decorators and Paperhangers of America, and when and where necessary to notify their employers that neither journeymen nor helpers will be permitted to do this work.

Application of Damp-Resisting Preparations and Waterproofing

(Subject of dispute between United Slate, Tile and Composition Roofers, Damp and Waterproof Workers' Association and the Brotherhood of Painters, Decorators and Paperhangers.)

DECISION RENDERED APRIL 28, 1920

In the matter of dispute referred to in the foregoing title, the following agreement is concurred in:

Agreement entered into by and between the Brotherhood of Painters, Decorators and Paperhangers of America and the United Slate Tile and Composition Roofers, Damp and Waterproof Workers' Association.

First. That the Painters do not claim the right to apply any of the material claimed by the Slate, Tile and Composition Roofers, Damp and Waterproof Workers, except such material as is applied by a brush that is ordinarily used by the Painters in applying the materials covered in their jurisdiction.

Second. That the Slate, Tile and Composition Roofers, Damp and Waterproof Workers do not claim the right to apply any of the material in dispute except when applied by or with a three-knot, long-handled brush, mop or swab, and spray system employed therein.

Erection of Scaffolds as Applied to Building Construction

(Subject of dispute between the International Hod Carriers', Building and Common Laborers' Union, United Brotherhood of Carpenters and Joiners, Operative Plasterers and Cement Finishers' International Association and Bricklayers, Masons and Plasterers' International Union.)

DECISION RENDERED APRIL 28, 1920

In the matter of the dispute between the Laborers, Bricklayers, Plasterers and Carpenters over the erection of scaffolds as applied to building construction, it is agreed that the erection and removal of all scaffolds, including trestles and horses used primarily by Lathers, Plasterers, Bricklayers and Masons, shall be done by the mechanics and laborers in these trades as directed by the employer.

Self-upporting scaffolds over fourteen feet in height or any special designed scaffolds or those built for special purposes shall be built by the Carpenters.

The making of horses and trestles other than temporary is the work of the Carpenter.

Marble and Slate Partitions, Backs and Floor Slabs for Urinal Stalls, Closets, and Showers, Setting of

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the United Association of Plumbers and Steamfitters.)
(Award of Rochester Convention, Building Trades Department,

A. F. of L. adopted November 28, 1912. See Page 132, printed proceedings. Award of Buffalo Convention, November 9, 1917. See Page 92, printed proceedings.)

DECISION RENDERED APRIL 28, 1920

In the matter of the subject referred to in the foregoing title, the following award is concurred in:

Resolved, That the setting of floor slabs, backs, partitions of urinal stalls, closets and shower baths properly belong to the Bricklayers.

The foregoing decision does not concede to the Bricklayers the right to install marble work that is connected with the water supply or sewer or watertight work regularly catalogued as plumbing fixtures.

Muslin and Canvas for Decorative Purposes, Tacking of

(Subject of dispute between the Brotherhood of Painters, Decorators and Paperhangers and the I. A. Heat and Frost Insulators and Asbestos Workers.)

(Award of Buffalo Convention, Building Trades Department, A. F. of L., adopted November 10, 1917. See Page 108, printed proceedings.)

DECISION RENDERED APRIL 28, 1920

In the matter of the subject referred to in the foregoing title, the following award is concurred in:

Resolved, That this convention notify and instruct the officers of the Asbestors Workers' International Union that the tacking of all muslin and canvas for decorative purposes is the jurisdiction of the Painters and that they instruct their members to refrain from doing any of this work.

Pile Driving Machinery and Engines, Operation of

(Award of Buffalo Convention, Building Trades Department, A. F. of L., adopted November, 1917. See Pages 59 and 106, printed proceedings.)

DECISION RENDERED APRIL 28, 1920

In the matter of the subject referred to in the foregoing title, the following award is concurred in:

Such workmen as are employed in the operation of engines or machinery in connection with a pile driver come under the jurisdiction of the Engineers.

Sheet Metal Glazing for Sash, Frames, Doors, Skylights, etc.

(Subject of dispute between the Brotherhood of Painters, Decorators and Paperhangers and Sheet Metal Workers' International Association.)

DECISION RENDERED APRIL 28, 1920

In the matter of the dispute referred to in the foregoing title, the following agreement is concurred in:

Agreement entered into by and between the General Executive Board of the Brotherhood of Painters, Decorators and Paperhangers of America, and the Sheet Metal Workers' International Association shall take effect December 1, 1910, and remain in force until amended, revised or changed at a meeting between the representatives of both organizations called for this purpose.

SECTION 1. It is agreed by both parties to this agreement that all glass set in sheet metal sash, frames, doors, or skylights, shall be set by Painters, according to their claim of jurisdiction granted by the convention of the Building Trades Department, A. F. of L., at St. Louis, December, 1910; and that all sheet metal work on sheet metal sash, frames, doors, or skylights shall be done by Sheet Metal Workers.

SEC. 2. In localities where differences now exist or may arise in the future, such differences shall be

adjusted by a committee appointed by and representing the district councils or local unions of both organizations in that locality. Should this committee be unable to agree, a representative of the General Executive Board of each organization shall be called in to assist in the adjustment.

SEC. 3. It is also agreed that the national officers of both organizations where local unions fail to agree shall insist that this agreement be carried out by affiliated unions.

Slate Treads When Set on Iron Stair Case

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the International Association of Bridge and Structural Iron Workers.)

In the matter of the subject referred to in the foregoing title, the following award is concurred in:

DECISION RENDERED APRIL 28, 1920

Slate treads on iron stairs having provoked a dispute in jurisdiction between the organizations above named, was submitted to the Executive Council, November 20, 1909. The action taken follows:

The Executive Council of the Building Trades Department, on being called upon for a decision, awarded the work in question (slate treads) to the Bricklayers.

Unskilled Labor, with Special Reference to the Loading and Unloading of Material as Applied to Re-enforced Concrete Construction

(Subject of dispute between the International Hod Carriers, Building and Common Laborers' Union and International Association of Bridge and Structural Iron Workers.)

DECISION RENDERED AUGUST 2, 1920
AMENDED DECEMBER 11, 1924

It is the decision of the Board that the loading and unloading, carrying and handling of all rods and materials for use in re-enforcing concrete construction shall be done by laborers under the supervision of such persons as the employer may designate. The hoisting of rods shall be done by laborers, except when a derrick or outrigger operated by other than hand-power is used. This decision applies only to the character of work stipulated herein. In such localities where existing agreements provide otherwise, this decision is to become effective at the expiration thereof.

Defects in Concrete Caused by Leakage, Bulging, Sagging, etc., Through Defective or Shifting Forms

(Subject of dispute between the Operative Plasterers and Cement Finishers' International Association and the International Hod Carriers, Building and Common Laborers' Union.)

DECISION RENDERED AUGUST 2, 1920

When finishing tools are not used or required, the work shall be done by the laborer.

The filling of voids and other work requiring patching, where finishing tools are used and required, shall be done by the cement finisher.

Setting and Alignment of Tile and Porcelain Bathroom Accessories

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the United Association of Plumbers and Steamfitters.)

DECISION RENDERED DECEMBER 4, 1920

In the matter of controversy between the Tile

Layers and Plumbers over setting and Alignment of Tile and Porcelain Bathroom Accessories, it is decided that all bath and toilet room accessories made of clay products, built-in tile-faced walls, shall be the work of the tile setter.

Anchors for Bathroom Accessories

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the United Association of Plumbers and Steamfitters.)

DECISION RENDERED NOVEMBER 14, 1923

All bathroom accessories, except those covered by decision rendered December 4, 1920, placed after finished tile wall surfaces are completed, shall be set by Plumbers and Steamfitters. When anchors for bathroom accessories are built into finished tile wall construction, the setting of same shall be done by Bricklayers and Masons and when any such anchors are placed after finished tile wall surfaces are completed, the work shall be done by Plumbers and Steamfitters.

Jurisdiction Over Foremen on Interior Concrete Columns, Foundations for Engine and Machinery Beds

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union, International Hod Carriers, Building and Common Laborers' Union and the Operative Plasterers and Cement Finishers' International Association.)

DECISION RENDERED DECEMBER 4, 1920

In the matter of the jurisdiction over Foremen on Interior Concrete Columns, Foundations for Engine and Machinery Beds as contested by the Bricklayers, Hod Carriers and Plasterers, it is the decision of the Board that the work shall be done by the Laborers under the supervision of such skilled workmen as the employer may designate.

Electrical Work on Elevators (Rehearing)

(Subject of dispute between the International Brotherhood of Electrical Workers and the International Union of Elevator Constructors.)

DECISION RENDERED DECEMBER 4, 1920
REVISED AND AMENDED FEBRUARY 2, 1927

In the matter of dispute between the Elevator Constructors and the Electrical Workers on the question of all electrical work on elevators, it is agreed that the electrical work involved in the installation of signal systems, fans, telephones, electric light fixtures, illuminated thresholds and feed wires to the controller on all elevators is the work of the Electrical Workers; also the electrical work in connection with interlocking devices on other than automatic elevators is awarded to the Electrical Workers.

The term "automatic elevator," as used in this award, includes the full automatic, double push-button single control and department store control elevators.

Bishopric Board, When Applied as a Substitute for Lath and Sheathing

(Subject of dispute between the United Brotherhood of Carpenters and Joiners and the International Union of Wood, Wire and Metal Lathers.)

DECISION RENDERED DECEMBER 4, 1920

In the matter of the dispute over the installation of Bishopric Board when applied as a substitute for lath, it is the decision of the Board that the work shall be done by the Lathers; where the same is used for sheathing it shall be the work of the Carpenters.

Flaxlinum Keyboard Insulation

(Subject of dispute between the United Brotherhood of Carpenters and Joiners and the International Union of Wood, Wire and Metal Lathers.)

DECISION RENDERED DECEMBER 4, 1920

In the matter of the dispute over the installation of Flaxlinum Keyboard and Insulation, it is the decision of the Board that when the same is used as a substitute for lath or when any plastic material is to be applied, the work shall be done by the Lathers; when Flaxlinum is used as insulation or sheathing it shall be the work of the Carpenters.

Installation of Metal Windows

(Subject of dispute between the Sheet Metal Workers' International Association and the International Association of Bridge and Structural Iron Workers.)

DECISION RENDERED MAY 5, 1926

The installation of metal windows having cast-iron sills and cast-iron head blocks or in which three or more of the structural parts—that is, the sills, heads, jambs and mullions—are heavier than ten-guage, shall be the work of the Iron Workers; otherwise it shall be the work of the Sheet Metal Workers.

Hoisting, Lowering and Placing of Elevator Machinery

(Subject of dispute between the Elevator Constructors' International Union and the International Association of Bridge and Structural Iron Workers.)

DECISION RENDERED FEBRUARY 7, 1922

In the matter of the dispute between the Elevator Constructors and Bridge and Structural Iron Workers referred to in the foregoing title, it is decided

that the Elevator Constructors be awarded the hoisting, lowering and placing of elevator machinery

Glazing as Hereinafter Described

(Agreement for avoidance of dispute between Brotherhood of Painters, Decorators and Paperhangers and Bricklayers, Masons and Plasterers' International Union as endorsed by Building Trades Department, A. F. of L.)

DECISION RENDERED JULY 12, 1922

In the matter of the subject referred to in the foregoing title, it is the decision of the Board that the following agreement be concurred in:

Agreement entered into by and between the General Executive Board of the Brotherhood of Painters, Decorators and Paperhangers of America, and the General Executive Board of the Bricklayers, Masons and Plasterers' International Union shall take effect December 5, 1910 and remain in force until amended, revised or changed at a meeting between the representatives of both organizations called for this purpose.

SECTION 1. It is agreed by both parties to this agreement that all plate and window glass, mirrors, beveled plate, rough, ribbed, wire, figured, colored, or art glass set in sash, frames, doors or skylights constructed of wood, sheet metal, iron, stone, or other material and set with putty or moulding, shall be set by Painters, and that where glass is used as a substitute for ceramic, mosaic, or encaustic tile, and set on floors, walls and ceilings in mortar, cement or other plastic material used to secure such tile in position, shall be set by Bricklayers when cut to size and shape for setting. It is further agreed by the Bricklayers that all glass delivered on jobs in stock sheets shall be cut to the required size by the painters.

SEC. 2. It is agreed by both parties to this agreement that all plate and window glass, mirrors, beveled plate, rough, ribbed, wire, figured, colored, or art glass set in sash, frames, doors or skylights constructed of wood, sheet metal, iron, stone or other material and set with putty or moulding, shall be set by the Painters, and that where glass is used as a substitute for marble in interior finish or decoration, and is carved, cut, polished or rubbed, shall be set by the Bricklayers.

SEC. 3. Should any differences arise regarding the work as covered by this agreement, a committee appointed by and representing the district council or local union of each organization in that locality, shall meet and adjust such differences. Should the committees of the local unions fail to agree, an executive officer of each international union shall be requested to attend and assist in the adjustment.

SEC. 4. It is further agreed that the national officers of both organizations shall insist that all agreements entered into shall be carried out by affiliated unions.

Operation of Elevators for Hoisting Materials

(Decision of St. Louis Convention, Building Trades Department, A. F. of L., adopted December, 1910. See printed proceedings. Page 128.)

DECISION RENDERED JULY 12, 1922

In the matter of the subject referred to in the foregoing title, the following decision is concurred in:

The operation of elevators of all kinds when used for hoisting any material used in the construction of buildings is hereby conceded to the Hoisting En-

gineers affiliated with the International Union of Steam Engineers.

Corrugated Sheeting

(Subject of dispute between International Association of Bridge and Structural Iron Workers and Sheet Metal Workers' International Association.)

DECISION RENDERED MAY 26, 1923

The erection of corrugated metal sheeting on steel frames construction when the sheets are simply end and side lapped is the work of the Iron Workers; the erection of all other corrugated metal sheeting of No. 10 gauge or lighter is the work of the Sheet Metal Workers.

Derricks, Erection and Handling for Setting Stone

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and International Association of Bridge and Structural Iron Workers.)

DECISION RENDERED MAY 26, 1923

The stonesetter shall have sole jurisdiction over hand derricks in connection with the setting of stone.

The erection and operation of power derricks for setting stone shall be done by the Iron Workers, under the direct supervision of the stone setter, who shall determine the number of men to be employed.

Artifical Stone—Granite (Dressing, Altering and Finishing)

(Subject of dispute between Granite Cutters' International Association and Journeymen Stone Cutters' Association.)

DECISION RENDERED MAY 26, 1923

In the matter of dispute between the Granite Cutters' International Association and the Journey-

men Stone Cutters' Association relative to artificial stone, the dressing, altering and finishing of artificial stone, cast in imitation of natural stone, is the work of the Stone Cutters, except that when any such artificial stone, by reason of hardness of texture requires the use of granite cutters' tools for the proper dressing, altering or finishing, it is the work of the Granite Cutters.

Flat-face Tile

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and United Slate, Tile and Composition Roofers, Damp and Waterproof Workers' Association.)

Decision Rendered May 26, 1923

In the matter of dispute referred to in the foregoing title, the following agreement is concurred in:

Bricklayers, Masons and Plasterers' International Union

vs.

United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association

Agreement entered into this 21st day of February, 1911, amended May 26, 1923, by and between duly accredited representatives of the organizations above named, to-wit:

Jurisdiction is hereby conceded the Bricklayers over the laying or setting of flat-faced tile of every description when laid in mortar on all flat roofs or promenade roofs.

Jurisdiction is hereby conceded the Slate, Tile and Composition Roofers, Damp and Waterproof Workers over flat-faced tile of every description, and corrugated tile, when laid in any preparation of asphalt on roofs, flat or otherwise.

Foremanship Over Concrete Construction

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union, International Hod Carriers' Building and Common Laborers' Union and Operative Plasterers and Cement Finishers' International Association.)

DECISION RENDERED MAY 26, 1923
AMENDED FEBRUARY 21, 1924
REVISED DECEMBER 11, 1924

In the matter of dispute over concrete construction, it is decided the work shall be done by laborers under the supervision of such skilled mechanic as the employer may designate.

Conduo Base, Installation of

(Subject of dispute between International Brotherhood of Electrical Workers and Sheet Metal Workers' International Association.)

DECISION RENDERED AUGUST 2, 1923

In the matter of the controversy between the Electrical Workers and the Sheet Metal Workers as to the installation of conduo base, it is decided that the installation of conduo base is the work of the Sheet Metal Workers.

Setting of Alberene Stone Slabs Used as Drain Boards or Backs in Connection with Sinks

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the United Association of Plumbers and Steamfitters.)

DECISION RENDERED NOVEMBER 14, 1923

In the matter of the controversy between the Bricklayers and Masons and the Plumbers and Steam Fitters over the Setting of Alberene Stone Slabs used as Drain Boards or Backs in Connection

with Sinks, it was decided that the setting of Alberene stone slabs used as drain boards or backs in connection with sinks is the work of Plumbers and Steamfitters.

Gunnite Work or Handling of Cement Gun

(Subject of dispute between the International Hod Carriers, Building and Common Laborers' Union, Operative Plasterers and Cement Finishers' International Association and Bricklayers, Masons and Plasterers' International Union.)

DECISION RENDERED FEBRUARY 21, 1924

In the matter of the dispute referred to in the foregoing title, the following decision was reached:

When work to be performed is to be of the thickness of one and one-half inches or greater, the handling of the cement gun shall be done by the Laborers. When the work is less than one and one-half inches in thickness, the handling and control of the nozzle shall be the work of the Plasterers and Cement Finishers.

It is understood that this decision does not allow the Laborers the right to finish where any finishing tools are required.

The application of a coat of cement mixture by means of the cement gun on steel, as a protection against corrosion is not included in this decision.

Plastering Work for Preparation of Walls and Ceilings for Tiling

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the Operative Plasterers and Cement Finishers' International Association.)

DECISION RENDERED FEBRUARY 21, 1924

After reviewing the controversy in its various phases, the determination is reached that the agreement previously existing between the two organizations affords the most practical plan of adjustment, and the following award is therefore made as the decision of the Board:

Plasterers shall prepare or plaster all walls and ceilings which are to receive tile, except the final setting bed, which shall be applied by the Tile Layers; the bath rooms, vestibule and small halls in single private residences shall be plastered by the Tile Setters.

Concrete Slab Re-enforced (Pre-Cast) for Roof Tiling

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and the United Slate, Tile and Composition Roofers, Damp and Waterproof Workers' Association.)

DECISION RENDERED DECEMBER 11, 1924

Jurisdiction is awarded Slate, Tile and Composition Roofers, over pre-cast re-enforced concrete slabs for roof tiling when pointed up with or laid upon any preparation of asphalt, roofing cements or other mastics, on roofs, flat or otherwise.

When laid in cement, lime or gypsum mortars, the work is awarded to Bricklayers.

Installation of Air Piping in Connection with Elevator Door Locks

(Subject of dispute between the United Association of Plumbers and Steamfitters and the International Union of Elevator Constructors.)

DECISION RENDERED NOVEMBER 11, 1925

When the compressor is used only for elevator work, the work from the water main to the com-

pressor and return shall be the work of the plumbers and steamfitters. The elevator constructor shall set the compressor and do all the work between the compressor and the locking device, but when the compressor is used for other purposes than elevator work, then the compressor shall be set by the plumbers and steamfitters, and the elevator constructor shall do the necessary piping from the compressor to his work only, all other work to be done by the plumbers and steamfitters.

Setting, Installing or Sticking of Artificial Stone

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and Operative Plasterers and Cement Finishers' International Association.)

DECISION RENDERED MAY 5, 1926

It is decided that the setting, installing or sticking of artificial stone, the material base of which is gypsum, plaster of Paris or Keene cement, resembling plaster in character and density, wherever used on the interior of building, whether or not reinforced with burlap or other fibrous material, regardless of color, or whether or not faced with any special cement, whether pre-cast or run in place, is the work of the Plasterers.

Wherever artificial stone, the material base of which is of other cements, which comes pre-cast and resembles the natural stone in character and density, regardless of color, whether or not faced with any special cement, the work is that of the Bricklayers.

Cutting of Chases and Channels in Brick, Tile and other Masonry

(Matter referred to National Board for Jurisdictional Awards by Executive Council, Building Trades Department.)

DECISION RENDERED MAY 5, 1926

Inasmuch as no other trades except the Bricklayers, Plumbers and Steamfitters and Electricians have claimed this work, it is decided that the cutting of chases and channels in brick, tile and other masonry is the work of the Bricklayers, except that the Plumbers and Steamfitters and Electricians shall have jurisdiction to do cutting where required for the installation of their respective work.

Placing of Trap Rock Floors by Terrazzo Methods

(Subject of dispute between the Bricklayers, Masons and Plasterers' International Union and Operative Plasterers and Cement Finishers' International Association.)

DECISION RENDERED MAY 5, 1926

The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines, shall be under the jurisdiction of the Terrazzo Workers. When no additional stone or aggregate is added to the finished mixture, even though the surface may be ground, the work shall be under the jurisdiction of the Cement Finishers.

Jurisdiction Over Operation of Electric and Traveling Cranes During Construction of Building

(Subject of dispute between the International Union of Steam and Operating Engineers and International Brotherhood of Electrical Workers.)
(Decision Executive Council, American Federation of Labor, March, 1926.)

ADOPTED AUGUST 4, 1926

"The Executive Council has been asked for an

interpretation of decision rendered by the 1922 Cincinnati Convention of the American Federation of Labor, as it relates to the jurisdiction of overhead or traveling cranes installed as a permanent fixture in building while building is under construction and cranes are being used to handle building material for the construction of building and also for the setting of motors, generators and other electrical equipment.

"The decision provides that the Engineers have jurisdiction over the hoists for building material on building under construction, and that the Electrical Workers have jurisdiction over overhead or traveling cranes for shop or factory purposes. Therefore if the overhead or traveling cranes are used exclusively to handle building material for the building, cranes shall be operated during such construction by members of the Steam and Operating Engineers.

"If motors and other electrical equipment are being set in place while building is under construction and a crane or cranes are used for such setting, the Engineers shall operate the crane, handling both building material and electrical equipment until 50 per cent of the motors or electrical equipment are set, and then the Engineers shall cease to operate crane and shall turn same over to be operated by Electricians, who will operate the crane for all purposes thereafter.

"In the event of two overhead cranes being used to handle building material and electrical equipment, then one crane shall be operated by Engineer and one be operated by Electrician for all the work required of that crane, in which case each operator shall be employed until the plant is completed, when Engineer shall turn crane over to Electricians to operate."

DECISIONS RENDERED AND HELD TO BE OPERATIVE BY THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT.

Jurisdiction Over Spot Grounds

DECISION BALTIMORE CONVENTION, 1916

All ground work, continuous or of spot character, for the purpose of receiving trim, shall be done by the Carpenter; all spot ground work, when applied solely for the guidance of plastering work, shall be done by the Plasterer.

Plaster Boards or Substitute Materials Therefore

JULY 25, 1919

The erection or construction of plaster board ceilings or partitions which are to receive plaster is the work of the Lather. This form of construction is fundamentally and primarily a lathing feature, as is wire lath attached to light iron furring. The studs or runners used in this form of construction are in principle similar to light iron furring as conceded to the Lather.

Setting of Screeds in Cement Construction and Form Work

MARCH 17, 1920

The decision is that setting screeds in connection with the finishing of cement floors is conceded as Cement Finishers work.

Setting Electrical Motors

AUGUST 14, 1920

Handling, setting and adjusting of motors and connecting of power thereto is work of Electrical Workers. Fastening of motors direct to motor-driven machinery is work of Millwrights.

Boilers, Moving, Handling and Placing

OCTOBER 3, 1923

Work in question being vital part of Steam Fitters equipment is therefore the work of the Steam Fitter.

Holorib Deck Roofing

JANUARY 26, 1928

Have received the sample of Holorib deck roofing. This material being less than ten gauge, therefore, under the rulings of this Department, the Sheet Metal Workers have jurisdiction.

Steeltex Re-enforcement

AUGUST 9, 1929

Welded wire mesh steeltex used primarily for re-enforcing is the work of the iron worker. Paper back steeltex which performs the same function and is used for the same purpose as hy-rib is the work of the Lather.

Bush Hammering of Concrete Base Foundation

SEPTEMBER 23, 1930

The bush hammering of concrete comes within the jurisdiction of the Cement Finishers.

Teamster-Engineer Decision

OCTOBER 27, 1939

(Decision rendered by subcommittee of the Executive Council of the Building and Construction Trades Department, A. F. of L., and approved by the 34th Annual Convention of the Department, New Orleans, La., November, 1940.)

For a complete report of subcommittee see pages 138 to 143, inclusive, of the Proceedings of the 34th Annual Convention.

DECISION

All power-driven equipment that is used exclusively as a vehicle to transport any material or other matter for building or other construction work comes within the jurisdiction of the Teamsters and Chauffeurs.

All power-driven equipment used on any and all types of building and other construction work, including any and all power-driven equipment that has been in dispute, between the Teamsters and Engineers, comes within the jurisdiction of the International Union of Operating Engineers.

WM. L. HUTCHESON, *Chairman.*
R. J. GRAY, *Secretary.*
D. W. TRACY.

January 29, 1940.

The Executive Council,
Building and Construction Trades Department,
American Federation of Labor.

Your committee appointed to handle the matter of the dispute between the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers and the International Union of Operating

Engineers received a request from President Tobin of the Teamsters for a clarification of the decision.

President Hutcheson, President Tracy and Mr. Gray met with Messrs. Tobin, Gillespie and Farrell on Sunday evening, January 28, and the Teamsters requested information on the following:

1. On agreements on the Pacific coast, west of the Rocky Mountains, which he claimed it would be impossible for him to immediately abrogate without considerable difficulty.

2. The matter of operation of what is known as trac-trucks which are used exclusively for the transportation of materials.

3. The questions of the members of Teamster Unions who had been employed as Chauffeurs on what is known as a crane mounted on a truck chassis which is used exclusively in the New York metropolitan area.

The conference adjourned after it was agreed that your committee would confer with the representatives of the Engineers on Monday, January 29.

At the conference with the Engineers the following were present: John Possehl, Brothers Fay, Maloney and Stuhr. President Possehl agreed that he would not call for immediate operation of the decision that would affect any existing agreements on the Pacific coast, west of the Rocky Mountains. However, he expressly stated that this would not apply to any agreements that may have been made after the decision of the committee had been rendered.

On question number two—on the operation of trac-trucks used exclusively to transport mate-

rials—the Engineers agreed that the operation of such trucks is the work of the Teamster.

The operation of trucks, which have a crane mounted on the truck chassis was next discussed. The Engineers agreed that they would accept any Teamster members who had been employed for any length of time in the driving of these trucks to membership in their organization. Brothers Possehl, Fay and Delaney agreed to sit down with representatives of the Teamsters as far as the metropolitan area of New York was concerned and adjust the matter in a peaceful manner locally.

WM. L. HUTCHESON,
D. W. TRACY,
R. J. GRAY.

DECISIONS RENDERED BY DR. JOHN A. LAPP, NATIONAL REFEREE FOR THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT, A. F. OF L.

Setting Wall Bearing Steel Bar Joists

DECISION RENDERED APRIL 23, 1937

"The work of setting wall bearing steel bar joists comes under the jurisdiction of the International Association of Bridge Structural and Ornamental Iron Workers."

Erection of Economizers

DECISION RENDERED SEPTEMBER 20, 1937

"The decision of the Joint Conference Board of Chicago is affirmed and the decision of the Executive Council of the American Federation of Labor is held to be in force. That decision reads as follows:

"In the controversy existing between the Brotherhood of Boiler Makers and the United Association of Plumbers and Steam Fitters over the erection of economizers, the decision is that in the opinion of the Executive Council the work belongs to the United Association of Plumbers and Steam Fitters."

Jurisdiction Over Lock Gates and Flood Gates

DECISION RENDERED OCTOBER 21, 1937

"The decision of President Williams is affirmed. The subect-matter of lock gates and flood gates is not covered by the agreement between the Boiler Makers and Iron Workers and the dispute

in question is subject to arbitration section of the agreement as follows:

"Section 7. Any further disputes that may arise between the parties of this agreement shall be first considered by the respective General Presidents. Upon their failure to agree, the question shall be submitted to arbitration. None of the work definitely decided upon in this agreement shall be subject to further arbitration."

Jurisdiction Over Operation of Electric Generators for Welding Purposes

DECISION RENDERED OCTOBER 25, 1937

The Decision of the Referee is that the binding national decisions of the American Federation of Labor, the Building and Construction Trades Department of the American Federation of Labor and the National Board of Jurisdictional Awards cover the operation of electrical welding apparatus and that such operation is incident to the trade doing the welding. The decision of the Newark Committee on Jurisdictional Disputes is overruled and the jurisdictional right to operate electric welding sets is held to be, by existing decisions, within the jurisdiction of the trade doing the welding.

Pointing and Caulking of Steel Window Frames When Incased in Brick Walls

DECISION RENDERED NOVEMBER 18, 1937

The decision of the St. Joseph, Mo., Joint Arbitration Board awarding jurisdiction over the pointing and caulking of steel window frames, when encased in brick walls, to the International Association of Bridge and Structural Iron Workers is reversed and such work, when done with

mortar or plastic materials of any kind is held to be within the jurisdiction of the Bricklayers, Masons and Plasterers' International Union of America.

Decision of the Referee on the Interpretation of the Agreements Between the Bricklayers, Masons and Plasterers' International Union of America and the Operative Plasterers and Cement Finishers' International Union of America Relating to Artificial Stone and Marble and Acoustical Tile.

DECEMBER 20, 1937

The Referee decides that the installation of the material in question on the Library of Congress Annex comes under the 1929 agreement and is, therefore, under the terms of the agreement, within the jurisdiction of the Bricklayers, Masons and Plasterers' International Union of America. The material is in no real sense, except in its acoustical properties, similar to the acoustical tile which was the subject of the 1930 agreement. There may be border line cases between the two types of material covered in the agreements of 1929 and 1930 but this material is not one of them. It is clearly on the side of artificial stone, rather than on the side of materials similar to acoustical tile or, particularly, the U. S. Gypsum product known as Acoustone. Moreover, its installation follows the craft method used by the Bricklayers, Masons and Plasterers' International Union.

This decision applies only to the interpretation of the agreement between the Bricklayers and Operative Plasterers Unions.

(Signed) JOHN A. LAPP, *Referee*

Jurisdiction Over the Unloading of Ready Mixed Concrete From Certain Types of Trucks to the Ground on Building and Construction Jobs.

DECISION RENDERED JANUARY 17, 1938

The Referee decides that the unloading of ready mixed concrete from trucks to a building or construction job, by means of machinery, attached to the truck, that removes the concrete from the bin of the truck, and the operation of the motor or piece of machinery used in unloading, is the work of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America.

Decision of the Referee on the Question of Drying and Handling Sludge at the Southwest Sewage Treatment Works in Chicago.

MAY 2, 1938

THE DECISION

The erection of the process, piping, ducts and equipment for the drying and handling of sludge at the Southwest Sewage Treatment Works at Chicago is within the jurisdiction of the International Brotherhood of Boiler Makers and Iron Ship Builders and Helpers of America.

Memorandum to the Decision on the Drying and Handling of Sludge at the Southwest Sewage Treatment Works in Chicago.

MAY 25, 1938

This decision is limited to the fabricated steel ducts, through which sludge passes in the drying process, as explained in the opinion accompany-

ing the decision. It does not apply to the piping of coal, which was specifically withdrawn from the complaint, nor does it apply to the equipment between the furnace and the pre-heater or between the pre-heater and the roof. It does not apply to any other portion of the equipment which is regularly in the jurisdiction of any other International Building and Construction Trades Union.

(Signed) JOHN A. LAPP, *Referee.*
Building and Construction Trades Dept.,
American Federation of Labor.

Decision in the Matter of Setting of Vitrolite and Similar Forms of Structural Glass

JUNE 14, 1938

THE DECISION

The Referee finds and decides that the setting of vitrolite and similar structural glass on inside work belongs within the jurisdiction of the Bricklayers, Masons and Plasterers' International Union of America, except when such structural glass is set in panels, sash, frames or mouldings or with toggle bolts, screws, rosettes or similar fastenings, or secured in some other manner common to the work of the Glaziers. The Referee finds and decides that vitrolite and similar structural glass, when set on outside walls of buildings or structures, in mortar, cement or plastic material or when anchored to the wall in the manner common to the trade of the Marble Setter, belongs within the jurisdiction of the Bricklayers, Masons and Plasterers' International Union of America.

The Referee finds and decides that all outside work around windows and entrances in store and

office fronts opening on streets, arcades, corridors or other public places, including columns at such entrances, belongs to the Brotherhood of Painters, Decorators and Paperhangers of America. The above shall include substantial borders not exceeding three feet around such windows and entrances. Other outside installation of structural glass on exterior walls belongs to the Brotherhood of Painters, Decorators and Paperhangers of America, if set on one or more sides in panels, frames or mouldings or with metal or other strips used to support it or if secured with toggle bolts, screws or similar fastenings, despite the additional use of any form of plastic or mastic composition.

The installation of structural glass, when used as background for store and office signs and advertising, is within the jurisdiction of the Brotherhood of Painters, Decorators and Paperhangers of America.

When glass is used of a thickness of more than one-half inch, its installation belongs within the jurisdiction of the Bricklayers, Masons and Plasterers' International Union of America, unless it is set in sash frames, doors or skylights in a manner similar to that used by Glaziers.

Wherever at this time any local agreement exists which is affected in any way by this decision, the effective date of this decision shall be in such cases three months from this date, or September 14, 1938, otherwise the decision is effective as of this date.

The Referee is aware of the fact that there are many variations in the installation of structural glass and that some specific cases may not be covered by this decision. He believes that the

International Officers of the two Unions involved can readily find a solution for any specific application on the basis of the broad principles laid down in this decision and he suggests that on the basis of this decision, provision be made that any dispute over its application be referred for interpretation to the Referee or some other impartial agency.

Jurisdiction Over the Assembling and Erection of Certain Meal Bins, Grit Bins and Grain Bins in the Eichler Brewery, New York City.

OCTOBER 31, 1938.

THE DECISION

The decision of the Building Trades Employers' Association of the City of New York, granting jurisdiction over the erection of grain storage bins in the Eichler Brewery to the International Association of Bridge, Structural and Ornamental Iron Workers is overruled and the dispute is declared to be one which must be submitted to arbitration according to the provisions of Section 7 of the agreement between the International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers and the International Association of Bridge, Structural and Ornamental Iron Workers.

(Signed) JOHN A. LAPP, *Referee.*

DECISION RENDERED BY PETER ELLER, NATIONAL REFEREE IN DISPUTE OVER ASPHALT AND RUBBER TILE, ROLL AND SHEET LINOLEUM.

July 6. 1942.

United Brotherhood of Carpenters and Joiners of America.

Brotherhood of Painters, Decorators and Paper Hangers.

United Slate, Tile, and Composition Roofers, Damp and Waterproof Workers' Association.

Bricklayers, Masons and Plasterers' International Union.

Operative Plasterers and Cement Finishers' International Union.

In addition, briefs setting forth the claims of the respective organizations were also sent to the Referee.

After due and careful consideration, it is the decision of the Referee that the jurisdiction of the work in question be divided between the United Brotherhood of Carpenters and Joiners, and the Brotherhood of Painters on the following basis:

To the Brotherhood of Painters, Kansas City, Missouri and all territory to the Westward.

To the United Brotherhood of Carpenters and Joiners, all territory East of Kansas City.

In connection with the decision above stated, the following recommendations are made:

1. That members of the Tile Setters affiliated with the B. M. P. I. U., and the Cement Finishers affiliated with the O. P. C. F. I. A capable of doing this work be taken into either or both the organizations above mentioned without payment of initiation fee and without losing their membership in their own organizations, somewhat on the basis of the agreement now existing between O. P. C. F. I. A. and B. M. P. I. U. relative to the exchange of cards in connection with plastering.
2. On account of the prolonged controversy

over the work in question, it is suggested that this decision be not made effective for three (3) months so as to permit of any necessary adjustments on existing contracts.

3. This decision deals solely with the material mentioned above when used on floors and characterized as "resilient floors" or "resilient floor coverings." It does not cover roofing nor the application of these materials to walls.

P. W. ELLER,
National Referee.

DECISIONS RENDERED BY NATIONAL REFEREE WILLIAM L. HUTCHESON.

Decision by the National Referee of the Building and Construction Trades Department, William L. Hutcheson, in the jurisdictional dispute between Internatnonal Hod Carriers, Building and Common Laborers Uuion of America and United Association of Journeymen Plumbers and Steamfitters of the United States and Canada in the matter of installation of non-metallic piping for sewers.

The following is a resume, conclusions and findings by the National Referee for the Building and Construction Trades Department, in the case of the jurisdictional dispute between the International Hod Carriers, Building and Common Laborers' Union of America and the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada, in the matter of: installation of non-metallic pipe for sewers.

The hearing wos called to order, by the Referee, on Monday, October 8, 1945, at 10 a. m., in the Netherland Plaza Hotel, Cincinnati, Ohio.

Present at the hearing were representatives of the Hod Carriers and Common Laborers' Union; Plumbers and Steamfitters; Bricklayers International Union and the Brotherhood of Teamsters.

Representatives of the Hod Carriers and Common Laborers' submitted preliminary objections to the Referee having jurisdiction in the dispute.

Their objections were primarily based on the contention that there was in existence an agreement between the Hod Carriers, Building and Common Laborers' Union and the United Asso-

ciation of Journeymen Plumbers and Steamfitters, and in substantiation of their contention they submitted an agreement as of the date, January 23, 1941, between the two organizations.

In their remarks in reference to their preliminary objections the statement was made by representatives of the Hod Carriers and Common Laborers' that they were ready to meet any of the trades that have any claim to work covered in the agreement.

Representatives of the United Association of Plumbers and Steamfitters replied to the objection raised by representatives of the Hod Carriers and Common Laborers' but stated that they recognized the agreement as of January 23, 1941.

After hearing both parties present their views in reference to the agreement, and listening to considerable discussion, the Referee stated that he was placed in the position of having to make a ruling on the agreement as of January 23, 1941, and ruled that said agreement was a bona fide agreement, without any interpretation of the meaning thereof, and should stand as an agreement between the two organizations; with the understanding that there should be no infringement upon the jurisdiction of other organizations.

After the above ruling was made the two contesting parties were asked to arrange to meet and see if some mutual understanding could be arrived at, after which the hearing was adjourned at 11:30 a. m. (October 8) until the next morning at 10 a. m.

The hearing was reconvened on Tuesday, October 9, at 10 a. m.

A report was asked for by the Referee as to what, if any, progress was made in reference to

reaching an understanding, and it was stated that no understanding was reached.

The Referee then stated that while it was permissible for the two organizations to enter into an agreement, such as was reached January 23, 1941, inasmuch as no understanding was reached yesterday afternoon in the conference that was held by representatives of the two organizations, he would rule that the case which was referred to him by the Acting President of the Building and Construction Trades Department in May, 1944, would be heard as per that arrangement.

A representative of the Hod Carriers then asked if the dispute before the Referee was covered by the agreement.

The Referee, in reply to that question, stated that until he heard the evidence he would not be able to determine whether it came under the agreement, or whether it did not, and that he would reach that conclusion after he had heard the evidence.

A representative of the Hod Carriers and Common Laborers' then stated, if a hearing was going to be held on the merits of the case they were in the unfortunate position of being unable to participate, for the reasons: that the agreement itself is self-explanatory to some degree, and in order to clarify it more, the respective International Presidents of the disputant parties appointed committees for the purpose of clarification, and when they reached an interpretation they sent a letter to the respective International Presidents, which letter they stated they wished to read.

Objections were raised by representatives of the Plumbers which brought forth a discussion as

between they and representatives of the Hod Carriers and Common Laborers' after which the Referee stated that he would allow the letter to be read and then determine whether it would go into the record, or whether it would not.

After the letter was read the Referee asked what the purpose for reading it was, and was answered by a representative of the Hod Carriers and Common Laborers' that the purpose in reading the communication was to show that the interpretation arrived at by the committee was in good faith.

The Referee then ruled that in the original agreement no reference was made in regards to appointing a committee to interpret the meaning thereof, and further ruled that the letter would not appear in the record.

After some discussion and statements by representatives of the two organizations, during which reference was made to a decision rendered by Acting President of the Building and Construction Trades Department, representatives of the Hod Carriers and Common Laborers' asked to be excused on the grounds that participation by them in the hearing on the merits of the case would constitute a waiver of their rights, with leave to appeal the matter further.

In the discussion they were asked if they wished to appeal. They stated: With leave to appeal the matter further. They were informed that it was up to them to follow the laws of the Department and the Federation inasmuch as the Referee had no authority to say whether they had a right to appeal or whether they did not.

Representatives of the Hod Carriers and Common Laborers' further contended if they anticipated

that they would waive their rights as the work in contention was covered by the agreement which had been recognized, and inasmuch as they had other tribunals to go to they interjected the last request that they be given leave to appeal.

A discussion (off the record) was had at this point, when it was again asked by one of the representatives of the Hod Carriers that his point be made a part of the record. Asked to repeat his statement, he stated, they were unable to participate in the case on its merits. He was asked if he wanted to use the word "unable" or "unwilling." He replied, we are placed in the position of being unable to participate in the hearing by reason of the fact that it would constitute a waiver of our rights, in the absence of a ruling by the Referee as to whether the dispute was covered by the agreement.

They were informed by the Referee that it would be a part of the record as to why they were not going to participate.

The Plumbers then proceeded to present evidence to substantiate their claim for work, as per the decision of Acting President Gray.

They presented extensive briefs and evidence to substantiate their claim, consisting of numerous exhibits and illustrations of installations of the work in contention.

After they completed presentation of their evidence the matter was reported to the Executive Council of the Building and Construction Trades Department for consideration, and action, for the benefit and information of the Referee as to what the desires of the Council were in reference to making a finding and decision, because of the Hod Carriers and Common Laborers' withdrawing from

the hearing; after which the Executive Council took the following action:

"Action of Council: Referee should proceed and render decision in accordance with Section 7, Page 26 of Constitution of Department.

"Vote: Unanimous. V. P. Hutcheson not voting."

Pursuant to the foregoing action of the Executive Council, and after reviewing the evidence, I have reached the following conclusion:

That the agreement as referred to between the International Hod Carriers, Building and Common Laborers' Union of America and the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada, covers work on subways, tunnels, highways, viaducts, streets and roadways in connection with sewers and water mains, and therefore, does not apply to the question at issue, which is, the decision rendered by the Acting President of the Building and Construction Trades Department, Richard J. Gray, which was rendered under date of March 13, 1944, in the dispute between Laborers and Plumbers over the laying of sewer pipe from main sewer into dwelling, or from inside property line to dwelling, and is not in any way referred to by the agreement of January 23, 1941, entered into between the two organizations.

Records show that the request for a decision came to the Acting President in the regular manner, and that he rendered his finding on the date of March 13, 1944, and in referring to the matter stated it was a jurisdictional dispute between Laborers' and members of the Journeymen Plumbers and Steamfitters over the laying of lateral sewer pipe from main sewer into dwelling or from

inside property line to dwelling, and the following decision was rendered:

"DECISION"

The work in dispute shall be done by members of the United Association of Journeymen Plumbers and Steam Fitters.

In the opinion of the undersigned, acting as Referee, the decision rendered by Acting President Gray, was in conformity with the evidence submitted to me as Referee, and in no way comes under the agreement entered into between the two contending organizations as of January 23, 1941.

Therefore my decision is as follows:

October 13, 1945.

1. That the agreement, dated January 23, 1941, between the International Hod Carriers, Building and Common Laborers' Union of America and the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada is a bona fide agreement between the two organizations, but should not be accepted by the Department until clarifying language is inserted therein giving to the Bricklayers' International organization jurisdiction over work on sewers which they have heretofore performed.

Also that there should be a clarification in reference to the unloading and distributing of pipe so that there would be no infringement upon the recognized jurisdiction of the Teamsters International organization.

There should also be a further clarification if any other organization presents evidence to show that the agreement infringes upon their jurisdiction.

2. That the laying of lateral sewer pipe from main sewer into dwelling, or from inside property

line to dwelling is work that should be done by, or under the supervision of, members of the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada.

WM. L. HUTCHESON (Signed)
National Referee,
Building and Construction Trades Department

(NOTE—This in no way deletes or expunges from the records of this Department the letter of March 9, 1946, addressed to the Morris County, New Jersey, Building and Construction Trades Council or the advice contained in Vice President Hutcheson's telegram of March 27, 1946.)

Pointing, Taping and Filling of Joints on Wall Board

May 19, 1947.

Mr. Richard J. Gray, President
Building and Construction Trades Department
501 A. F. of L. Building,
Washington 1, D. C.

Dear Sir and Brother:

In the matter of the jurisdictional controversy over the pointing, taping and filling of joints on wallboard in preparing it to receive paint and other wall coverings, involving the Brotherhood of Painters, Decorators and Paperhangers of America; Bricklayers, Masons and Plasterers International Union of America and the Operative Plasterers and Cement Finishers International Association of the United States and Canada, a hearing was held in the Executive Council room, American Federation of Labor building, May 6, 1947.

Representing the organizations involved were: Harry C. Bates, President of the B. M. and P. I. U. of A.; John E. Rooney, President of the

O. P. and C. F. I. A.; L. P. Lindelof, General President, B. of P. D. and P. of A.; Joseph P. Hillock, Painters, Washington, D. C.; J. C. Moenick, Secretary-Treasurer, Painters District Council, Chicago, Ill.; Milton R. Stephens, Plasterers, Washington, D. C., and Walter Redmond, International Secretary of the O. P. and C. F. I. A.

After giving the statements made, and evidence submitted, careful consideration I have reached a conclusion and render the following decision; to wit:

When plaster material is used to do pointing and filling it shall be the work of members of the Operative Plasterers and Cement Finishers International Association of the United States and Canada—and/or—members of the Bricklayers, Masons and Plasterers International Union of America.

When adhesive materials are used it shall be the work of members of the Brotherhood of Painters, Decorators and Paperhangers of America.

Respectfully submitted,

WM. L. HUTCHESON (Signed)

Referee,

Building and Construction Trades Department.

Sitting with Referee at hearing were: Vice Presidents Wm. J. McSorley and Robert Byron of the Building and Construction Trades Department.

Erection of Catwalks and Stairways

May 19, 1947.

Mr. Richard J. Gray, President
Building and Construction Trades Department
501 A. F. L. Building,
Washington 1, D. C.

Dear Sir and Brother:

In the matter of the jurisdictional controversy over the erection of catwalks and stairways involving the International Association of Bridge, Structural and Ornamental Iron Workers and the International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America, a hearing was held in the Executive Council room, American Federation of Labor building, May 8, 1947.

Representing the organizations involved were: P. J. Morrin, General President; J. H. Lyons, General Secretary; J. J. Dempsey, General Treasurer, International Association of Bridge, Structural and Ornamental Iron Workers; also Clyde F. Strickland, Vice President and Leslie L. Myers, Washington, for the Iron Workers and J. V. Kearney, International Vice President and T. L. Wants, Special Representative, International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.

Representatives of the two Internationals appeared before the undersigned, as Referee, and submitted briefs and evidence to substantiate their claims, and among other things presented an agreement entered into between the two organizations in 1928. Their attention was called to the provisions of Sections 37 and 38 of the Constitution of the Building and Construction Trades Department which set forth:

"Nothing in Sections 37 and 38 is to be construed as giving any organization the right to reopen any case listed by the Building and Construction Trades Department and published in the records of the Department."

After their briefs were presented a full discussion was held in reference to the matter and it is the opinion and conclusion of the undersigned that the decision rendered by the President of the Department under date of January 27, 1947, would seem to be as clear a clarification of their agreement in reference to the erection of catwalks and stairways as could be arrived at under the wording of the agreement, and I herewith quote the decision of the President of the Building and Construction Trades Department as of January 27, 1947.

"Where catwalks, ladders and stairways are erected in connection with bubble towers and tanks and are attached to the structural steel supports this work shall be the work of the members of the International Association of Bridge, Structural and Ornamental Iron Workers.

"Where such catwalks, ladders and stairways are riveted or welded to the watertight sections of the bubble towers or tanks this work shall be done by the members of the International Brotherhood of Boilmakers, Iron Ship Builders and Helpers."

Respectfully submitted

WM. L. HUTCHESON (Signed)

Referee,

Building and Construction Trades Department.

Sitting with Referee at the hearing were: Vice Presidents Wm. J. McSorley and Martin P. Durkin of the Building and Construction Trades Department.

Q-Panels

May 19, 1947.

Mr. Richard J. Gray, President
Building and Construction Trades Department
501 A. F. of L. Building,
Washington 1, D. C.

Dear Sir and Brother:

In the matter of the jurisdictional controversy over the erection of aluminum Q-panels involving the Sheet Metal Workers International Association and the International Association of Bridge, Structural and Ornamental Iron Workers, a hearing was held in the Executive Council room, American Federation of Labor building, May 7, 1947.

Representing the organizations involved were P. J. Morrin, General President; J. H. Lyons, General Secretary and J. J. Dempsey, General Treasurer, International Association of Bridge, Structural and Ornamental Iron Workers; Glenn Hurley, Superintendent, H. H. Robertson Company; George Bigelow, Manager of Erection, H. H. Robertson Company, and George L. Illig, Contract Department, H. H. Robertson Company, and Robert Byron, General President, Sheet Metal Workers International Association and Joseph Fredericks, Sheet Metal Workers International Association.

At the hearing held, briefs were submitted and statements made by the contesting parties, as well as a display of the material in question.

In the statements made by representatives of the two Internationals, considerable emphasis was made in reference to decisions rendered some years ago giving to the Sheet Metal Workers jurisdiction over the installation of metal of ten gauge or

lighter, but the question before the Referee in this case was the installation of Q-panels.

After giving the evidence as submitted due consideration I am of the opinion that:

The erection of Q-panels, which was the point at issue, when fastened to the steel structure of a building, should be the work of members of the International Association of Bridge, Structural and Ornamental Iron Workers.

However, any flashing or ventilator work in connection therewith should be the work of the members of the Sheet Metal Workers International Association.

Respectfully submitted,
WM. L. HUTCHESON (Signed)
Referee,
Building and Construction Trades Department.

Sitting with Referee at the hearing were: Vice Presidents Wm. J. McSorley and Martin P. Durkin of the Building and Construction Trades Department.

Robertson Protected Metal

May 19, 1947.

Mr. Richard J. Gray, President
Building and Construction Trades Department
501 A. F. of L. Building,
Washington 1, D. C.

Dear Sir and Brother:

In the matter of the jurisdictional controversy over the erection of Robertson Protected Metal involving the Sheet Metal Workers International Association and the International Association of Bridge, Structural and Ornamental Iron Workers, a hearing was held in the Executive Council room,

American Federation of Labor building, May 7, 1947.

Representing the organizations involved were P. J. Morrin, General President; J. H. Lyons, General Secretary and J. J. Dempsey, General Treasurer, International Association of Bridge, Structural and Ornamental Iron Workers; George Bigelow, Manager of Erection, H. H. Robertson Company, and Robert Byron, General President, Sheet Metal Workers International Association, and Joseph Fredericks, Sheet Metal Workers International Association.

When this case came on for hearing on the question of erection of Robertson Protected Metal, in presenting their briefs and evidence, the two contestants both referred to a ruling or decision rendered under date of May 26, 1923, by the former Board of Jurisdictional Awards, and while it was admitted by representatives of both International organizations that the ruling made as above referred to; namely May 26, 1923, has been recognized and published in the records of the Building and Construction Trades Department, attention was also called to Paragraph 5, Section 38 of the Constitution of the Building and Construction Trades Department which sets forth:

"Nothing in Sections 37 and 38 is to be construed as giving any organization the right to reopen any case listed by the Building and Construction Trades Department and published in the records of the Department."

Under that provision I can only reach the conclusion that as Referee I would have no right to render a definite decision in the case at issue.

If the two contesting International organizations desire a clarification of the action taken by the

former Board of Jurisdictional Awards under date of May 26, 1923, they could by joint request ask for such interpretation or clarification.

Respectfully submitted,

WM. L. HUTCHESON (Signed)
Referee,
Building and Construction Trades Department.

Sitting with Referee at the hearing were Vice Presidents Wm. J. McSorley and Martin P. Durkin of the Building and Construction Trades Department.

DECISIONS OF NATIONAL JOINT BOARD FOR SETTLEMENT OF JURISDICTONAL DISPUTES, BUILDING AND CONSTRUCTION INDUSTRY

DECISION OF JOINT BOARD NO. 3

Beer Lines, Wort Lines, Yeast Lines, CO_2 Lines, and Refrigeration in Connection With Attemperator Tanks

AUGUST 20, 1948

Dispute between the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the Sheet Metal Workers' International Association.

The issue in dispute is the installation of copper piping in breweries for beer lines, wort lines, yeast lines, CO_2 lines, and refrigeration in connection with attemperator tanks.

After carefully considering all of the evidence and argument as presented by both sides, the Joint Board decides as follows:

The installation of streamlined or other manufactured copper pipe or fittings for beer lines, wort lines, yeast lines, CO_2 lines is the work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada. The installation of copper attemperator coils in the interior of tanks and vats in breweries is the work of the Coppersmiths, members of the Sheet Metal Workers' International Association.

The decision of the Joint Board is unanimous.

WM. J. MCSORLEY,
HARRY C. BATES,
ARTHUR H. WELLS,
A. HERRMANN WILSON,
JOHN T. DUNLOP,
Chairman.

DECISION OF JOINT BOARD NO. 15

Steel Decking, Roofing, Flooring, Raceway for Electrical Wiring

AUGUST 21, 1948

Dispute between the Sheet Metal Workers International Association and the International Association of Bridge, Structural and Ornamental Iron Workers.

The issue in dispute is that involved in cases 15 and 22. The Joint Board may consider the whole issue of the installation of steel decking in accordance with the agreement between the two unions.

After carefully considering all of the evidence and argument as presented by both sides, and two intervening organizations, the Joint Board decides as follows:

The installation of steel decking for roofing, if 10 gauge or lighter, is the work of the Sheet Metal Workers International Association. The installation of steel decking for flooring is the work of the International Association of Bridge, Structural and Ornamental Iron Workers. This decision cannot alter previous decisions of record, such as January 26, 1928 (Holorib), May 19, 1947 (Q-Panel), June 3, 1948 (Metro-Deck). Whenever steel decking for flooring or roofing is used as a raceway for electri-

cal wiring the electrical work in connection with the raceway is that of the International Brotherhood of Electrical Workers.

The decision of the Joint Board is unanimous.

WM. E. MALONEY,
L. P. LINDELOF,
ARTHUR H. WELLS,
ALBERT BEEVER,
JOHN T. DUNLOP,
Chairman.

JOINT BOARD NO. 2

Pre-Heating and Stress Relieving of Welds

SEPTEMBER 22, 1948

Dispute between the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the International Brotherhood of Electrical Workers.

The issue in dispute is the pre-heating and stress relieving of welds.

After carefully considering all of the evidence and argument as presented by both sides the Joint Board decides as follows:

The installation of induction pre-heating and stress relieving equipment, including the wrapping of coils, is the work of the International Brotherhood of Electrical Workers.

The installation of manufactured resistance coils shall be the work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry.

The operation of the pre-heating and stress relieving equipment and instruments for pipe welding is the work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe-Fitting Industry.

The decision of the Joint Board is unanimous.

WM. J. MCSORLEY,
L. P. LINDELOF,
ARTHUR H. WELLS,
C. J. ESBENSHADE,
JOHN T. DUNLOP,
Chairman.

CLARIFICATION BY JOINT BOARD NO. 2

FEBRUARY 28, 1949

Board of Trustees,
National Joint Board for Settlement of
Jurisdictional Disputes,
901 Massachusetts Avenue, N. W.,
Washington 1, D. C.

Re: JOINT BOARD NO. 2

Dear Sirs:

Joint Board No. 2 has carefully considered the issues raised by correspondence from the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry and the International Brotherhood of Electrical Workers concerning our decision of September 22, 1948, as directed by the Board of Trustees of January 11, 1949.

The Joint Board finds that the issues now referred to it concerns the unwrapping of induction coils, the handling and moving of the equipment including the secondary cable leads, the installation of water cooled coils and the wrapping of resistance coils—as distinguished from the installation of manufactured resistance coils.

The Joint Board has reviewed the full record of its proceedings, and the recent letters from the two organizations, and has unanimously concluded that

these issues are covered by paragraph one of its decision.

Very truly yours,
(Signed) WM. J. MCSORLEY,
L. P. LINDELOF,
ARTHUR H. WELLS,
C. J. ESBENSHADE,
JOHN T. DUNLOP,
Chairman.

DECISION OF JOINT BOARD NO. 17

Operation of Gasoline Driven Electric Generators for Welding

OCTOBER 27, 1948.

In the dispute between the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the International Union of Operating Engineers.

The issue in dispute is the operation of gasoline driven electric generators for welding.

After consideration of the evidence and argument advanced by all parties, the Joint Board decides that the work in dispute is covered by Resolution 124 (American Federation of Labor, Norfolk Convention) and is the jurisdiction of the International Union of Operating Engineers.

The decision of the Joint Board is unanimous.

JOHN E. ROONEY,
L. P. LINDELOF,
FRANK W. BARNES,
CYRIL J. STATT,
JOHN T. DUNLOP,
Chairman.

ASH HOPPERS AND FURNACE BOTTOMS

OCTOBER 6, 1950

The dispute referred to the Hearings Panel, which held its hearing in Washington, D. C., on August 29, 1950, is decided as follows:

The installation of ash hoppers is within the jurisdiction of the Iron Worker; the installation of furnace bottoms is within the jurisdiction of the Boilermakers.

For the purposes of providing a line of demarcation between furnace bottoms and ash hoppers for the purpose of determining the jurisdiction of work between the two trades:

(a) A furnace bottom shall be defined as that bottom part of the furnace or chamber subject to direct and continuous exposure to the fire in the furnace that is air and/or water tight.

(b) An ash hopper is any container for ash which is not subject to direct and continuous exposure to the fire in the furnace whether or not air or water tight.

As stated in the minutes of the hearing of August 29, 1950, the above decision does not affect the recognized jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, United Brotherhood of Carpenters and Joiners of America, Sheet Metal Workers International Association, International Union of Operating Engineers, and the Bricklayers, Masons and Plasterers' International Union of America as stipulated on the record by both the Iron Workers and Boilermakers during the hearing.

(Signed) HARRY C. BATES.
CHARLES AQUADRO.
JOHN T. DUNLOP.

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APPENDIX E

NATIONAL JOINT BOARD FOR SETTLEMENT OF
JURISDICTIONAL DISPUTES
BUILDING AND CONSTRUCTION INDUSTRY
815 Sixteenth, Street, N. W., Washington, D. C. 20006
STerling 3-6817

November 24, 1965

In Reply Refer to:
CARP/LATH

Mr. John T. Dunlop
Impartial Umpire
Appeals Board
1012 Fourteenth Street, N. W.
Washington, D. C. 20005

Dear Mr. Dunlop:

At its meeting November 23, 1965, the Joint Board reviewed and discussed at length its previous action regarding the repetitive jurisdictional disputes between the Wood Wire and Metal Lathers International Union and the United Brotherhood of Carpenters and Joiners over installation of nailable and screwable metal studs, including floor and ceiling runners, to receive drywall and installation of ceiling systems.

The Joint Board found that there is no recognized decision or agreement of record covering the items in dispute and voted to refer both of the jurisdictional disputes to the Impartial Umpire in accordance with Article III, Section 5, of the Plan for Settling Jurisdictional Disputes Nationally and Locally.

Very truly yours,

WILLIAM J. COUR
Chairman

WJC/lp
cc: C. J. HAGGERTY—B&CT DEPT.
M. A. HUTCHESON—Carpenters
SAL MASO—Lathers

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1967

No. 586

WOOD, WIRE AND METAL LATHERS INTERNATIONAL UNION, AFL-CIO,
EMPLOYING METALLIC LATHERS ASSOCIATION OF GREATER NEW YORK AND VICINITY
EMPLOYING LATHERS ASSOCIATION OF CHICAGO
CONTRACTING PLASTERERS AND LATHERS INTERNATIONAL ASSOCIATION
Petitioners

v.

JOHN T. DUNLOP, Individually and as Impartial Chairman of the Appeals Board, etc., et al., *Respondents*

ON PETITION FOR A WRIT OF CERTIORARI TO THE COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

RESPONDENTS' BRIEF IN OPPOSITION

LOUIS SHERMAN
THOMAS X. DUNN
1200 15th Street, N.W.
Washington, D. C. 20005
Counsel for Respondents

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JOHN T. DUNLOP, Individually and as Impartial Chairman of the Appeals Board, etc., et al., *Respondents*

ON PETITION FOR A WRIT OF CERTIORARI TO THE COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

RESPONDENTS' BRIEF IN OPPOSITION

QUESTION PRESENTED

Respondents object to the Petitioners' statement of Questions Presented. Question No. 1, as stated by Petitioners, assumes the unsupported conclusion that Article III, Section 5 of the Plan for Settlement of Jurisdictional Disputes has been construed "as authorizing arbitrators to nullify the recognition accorded by the contracting parties to appli-

cable 'agreements and decisions of record' " (Pet. pp. 2-3). The fact is that the Court of Appeals ruled "that the signatory parties conferred jurisdiction on the Joint Board to determine whether there existed a controlling agreement or decision of record, and, if finding none, to invoke Article III, Section 5, of the Plan. Finally, we conclude that the Board acted within the scope of its authority" (Pet. App. p. 6a). Petitioners' Question No. 2 is a fanciful issue which is not involved in this case.

It is respectfully submitted that the question is whether a finding by an arbitration board (i.e., the "National Joint Board for the Settlement of Jurisdictional Disputes in the Building and Construction Industry") that the jurisdictional dispute between the United Brotherhood of Carpenters and Joiners of America (hereinafter referred to as "Carpenters") and the Wood, Wire and Metal Lathers International Union (hereinafter referred to as "Lathers") over the installation of ceiling systems is not governed by a decision or agreement of record is, properly, the subject of judicial review under the terms of the "Plan for Settlement of Jurisdictional Disputes" which is binding on all parties, including the Lathers, and which vests power in the Joint Board to make such finding.

STATEMENT

Petitioner, Lathers, sued the Chairman and Members of the National Joint Board for the Settlement of Jurisdictional Disputes in the Building and Construction Industry, the Appeals Board, the Hearings Panel and the Carpenters to set aside an arbitration decision rendered by the Hearings Panel. Employer associations intervened on both sides of the case.

The applicable documents and the chronological facts in the case are as follows:

The Lathers and the Carpenters are parties to the "Plan

for Settling Jurisdictional Disputes Nationally and Locally" by reason of their affiliation with the Building and Construction Trades Department (AFL-CIO) and, in particular, by virtue of the provisions of Article X of the Constitution of the Department which reads as follows:

> **Jurisdictional Disputes**
>
> "All jurisdictional disputes between or among affiliated National and International Unions and their affiliated Local Unions and employers shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department, or any other plan or method of procedure adopted in the future by the Department for the settlement of jurisdictional disputes. *Said present plan or any other plan adopted in the future shall be recognized as final and binding upon the Department and upon all affiliated National or International Unions and their affiliated Local Unions.*" (Tab. 4, pp. 28-29). (Emphasis supplied).

Article II, Section 6 of the Constitution of the Building and Construction Trades Department provides that it is an object and principle of the Department:

> "To secure the adjustment of trade and jurisdictional disputes in the building and construction trades industry along practical lines as they may arise from time to time; *and such decisions to be final and binding on all affiliated National and International Unions and their affiliated Local Unions.*" (Tab. 4, p. 5). (Emphasis supplied).

Article III, Section 5 of the Plan provides that:

> "The Joint Board may at its discretion and after conference between contesting unions, held by the Chairman of the Joint Board, refer a repetitive dispute which it finds not to be governed by a decision or agreement of record to the Impartial Umpire for mediation and the establishment of a hearings panel and a national decision." (Tab. 3, p. 8)

Article III, Section 7 of the Plan provides that:

> "The Hearings Panel shall in every instance consider all pertinent evidence and shall render a decision if possible, within ten (10) days after the conclusion of the hearings. . . . Decisions of the Hearings Panel are not appealable to the Appeals Board and shall be immediately accepted and complied with by all parties to this agreement. Any decision or interpretation by the Joint Board shall be immediately accepted and complied with by all parties subject to this agreement unless an appeal is taken to the Appeals Board. . . ." (Tab. 3, pp. 8-9)

On April 22, 1965, the Appeals Board voted to suggest to the Joint Board that Article III, Section 5 of the Plan for Settling Jurisdictional Disputes Nationally and Locally be invoked with respect to the Lathers-Carpenters jurisdictional disputes. (Tab. 2, para. 13, p. 7; Tab. 50)

On April 28, 1965, the Joint Board voted, in accordance with the recommendation of the Appeals Board, to process the issue of nailable and screwable metal studs, including floor and ceiling runners to receive drywall, in accordance with Article III, Section 5 of the Plan. The Joint Board further voted, under the terms of this section, to process the matter of ceiling systems. (Tab. 2, para. 14, p. 7; Tab. 51)

The Chairman of the National Joint Board arranged conferences between the contesting unions and assisted in bringing together committees of the two International Unions which met in the period June to October, 1965, in an effort to resolve disputes by negotiations. These negotiations reached an impasse. (Tab. 6, p. 8)

On November 23, 1965, the Joint Board reviewed and discussed at length its previous action regarding the repetitive jurisdictional disputes between the Wood, Wire and Metal Lathers International Union and the United Brotherhood of Carpenters and Joiners over installation of nailable and

screwable metal studs, including floor and ceiling runners, to receive drywall and the installation of ceiling systems.

The Joint Board explicitly found "that there is no recognized decision or agreement of record covering the items in dispute" and voted to refer both of these jurisdictional disputes to the Impartial Umpire in accordance with Article III, Section 5 of the Plan for Settling Jurisdictional Disputes Nationally and Locally. (Tab. 2, para. 16, pp. 7-8; Tab. 52)

On January 4, 1966, the National Joint Board voted to reaffirm its previous action as reflected in its letter of November 24, 1965.

On January 11, 1966, the National Joint Board considered a letter from President Maso of the Lathers and

> ". . . again reviewed its previous actions in this matter, including its action of November 23, 1965, in which it voted that no recognized decision or agreement of record governed the disputes involved.
>
> "The Joint Board voted to reaffirm its action as outline in its letters of November 24, 1965, and January 7, 1966." (Tab. 2, para. 23, p. 9; Tab. 57)

Pursuant to notice given January 27, 1966, a hearing was held by the Hearings Panel on March 4 to consider preliminary procedural questions. The Lathers made a special appearance at this hearing. On April 4, 1966, the Hearings Panel issued a unanimous decision in which it considered the contentions of the Lathers with respect to the agreement of record of 1903 and the decision of record of 1920 and also the contentions of the Carpenters with respect thereto. The Panel concluded in its opinion that "The National Joint Board in hundreds of cases since 1948 involving disputes between the Lathers and the Carpenters over the installation of ceiling systems has in every case rejected the contention advanced again here that the dispute is governed by the agreement of January 14, 1903." (Tab. 6, pp. 11-12) The

Hearings Panel interpreted the meaning of Article III, Section 5, as follows:

> "The Lathers argue that the National Joint Board should have first made an explicit ruling on the question of whether or not the cited agreement or decision of record 'exists.' There is no such requirement on the National Joint Board in Article III, Sec. 5. The decisive issue is not whether an agreement or decision 'exists,' but rather whether it governs or controls, whether it determines, the dispute. The National Joint Board has repeatedly and consistently held the agreement and decision cited by the Lathers do not govern or determine disputes between the Lathers and Carpenters on the installation of ceiling systems." (Tab. 6, p. 12)

The Hearings Panel explicitly found:

> ". . . that there was no violation of the Plan and that the action of the National Joint Board was proper at its meeting of November 23, 1965, in referring certain jurisdictional disputes to the Impartial Umpire under Article III, Section 5 of the Plan." (Tab. 6, p. 13)

On April 13, 1966, the President of the Lathers sent a letter to the Building and Construction Trades Department objecting to the Joint Board's referral of the dispute over installation of ceiling systems to the Hearings Panel. The Lathers maintained in this letter that before the Joint Board could find that an agreement of record did not govern the dispute it "must first find whether or not the agreement of record exists." The Lathers also objected to the Hearings Panel decision of April 4. (Tab. 81, Ex. 3)

The Executive Council of the Department, which has all the powers of the convention between sessions (Tab. 4, Art. VII, Section 2, p. 22), held a hearing on this subject on April 27, 1966, and ruled as follows:

> "The position of the Executive Council with respect to the contents of your [Lathers] letter of April 13, 1966, is that they do not raise a question which can be

acted upon by the Department. Presumably, any objections which you may have should be referred to the Hearings Panel, which is part of the 'Plan for National Joint Board for Settlement of Jurisdictional Disputes.'

"The above statement is made in connection with any objections which you may have in connection with the current proceedings. Any proposals for future revision of the Plan and its application to future cases would be within the province of the Joint Negotiating Committee."

The Executive Council also ruled, in connection with another jurisdictional dispute issue, that:

"Jurisdictional disputes between International Unions affiliated with the Building and Construction Trades Department do not come within the scope of Article II, Section 12 of the Constitution of the Department. They do come within the scope of Article II, Section 6 and Article X of the Constitution and of the procedures implementing such articles." (Tab. 81, Ex. 2)

No appeal was taken by the Lathers from either of these decisions of the Executive Council under Article XI, Section 1, Subsection C of the Constitution.

Pursuant to notice issued April 4, 1966, (Atachment to Tab. 6) a hearing on the issue of the installation of ceiling systems was scheduled in Washington, D. C., by the Hearings Panel for May 16 and 17, 1966. On May 12, 1966, the United States District Court denied the Lathers' petition for a preliminary injunction to restrain the Panel hearing. (Tab. 83) The appearances at the Panel hearing were as follows: Carpenters; Lathers; Gypsum Drywall Contractors International; National Acousitcal Contractors Association; and Contracting Plasterers and Lathers International Association. Briefs were received from all parties including the Lathers and the Contracting Plasterers. The Employing Lathers Association of Chicago and the Employing Plasterers Association of Chicago also submitted a brief. Ac-

cording to the Hearings Panel "This record is undoubtedly the largest compilation, by a wide margin, of briefs, statements and evidence ever presented to a jurisdictional tribunal in the building and construction industry." (Tab. 28, pp. 2-3)

On August 24, 1966, the Hearings Panel, composed of: John T. Dunlop, Professor of Economics, Harvard University, and Impartial Umpire; Peter T. Schoemann, General President, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry; Hunter P. Wharton, General President of the International Union of Operating Engineers; William E. Nauman, Chairman of the Board of the N. M. Sundt Construction Company; and Ed S. Torrence, Assistant to the President, Painting and Decorating Contractors Association of America, issued its decision on the installation of ceiling systems. The 21-page opinion reviewed the evidence in the case, and decided on the allocation of work jurisdiction between the Carpenters and the Lathers. The Lathers had once again raised at the hearings and in its brief the objection that the dispute "is not properly before the Hearings Panel." With respect to this point, the Hearings Panel ruled as follows:

> "The National Joint Board at its meeting of November 23, 1965 'found there is no recognized decision or agreement of record covering the items in dispute.' The National Joint Board is empowered under the Plan to make such a finding. A review of the full record is not persuasive that the agreement of January 14, 1903 or the decision of record of April 28, 1920 'governs' the disputes on the installation of ceiling systems. The Appeals Board has reached the same conclusion on its record as the National Joint Board: there is no recognized decision or agreement of record governing the installation of ceiling systems. The disputes have been clearly repetitive. Accordingly, there was no violation under the Plan in referring the disputes to the Impartial Umpire under Article III, Section 5." (Tab. 28, p. 17)

The decision of the Hearings Panel on the installation of ceiling systems reads as follows:

"1. The decision of this Hearings Panel is limited to the jurisdictional disputes or work assignments in controversy between lathers and carpenters involved in the installation of ceiling systems. Nothing in this decision shall affect the jurisdiction or work assignment of any other trade, such as, but not limited to, the sheet metal workers, electricians, iron workers, etc., with a claim or interest in the installation of ceiling systems. Contractors shall use this decision as a basis for making work assignments only with regard to work in the installation of ceiling systems involving carpenters and lathers.

"2. The installation of gypsum wallboard and other types of panels fastened directly to ceiling joists shall be performed by carpenters. In the event that a carrying channel is used with gypsum wallboard or other types of panels attached thereto, nothwithstanding paragraph 4(a) below, the contractor may use carpenters to install the carrying channel in areas not exceeding 300 square feet where there are no lathers on the job.

"3. The installation of light iron work in ceiling systems with gypsum, Portland cement, acoustical or other plasters sprayed-on or trowel-applied over lath or directly to structural members shall be performed by lathers.

"4. The following types of ceiling systems are included in this paragraph: Direct Hung Suspension System; Attached Concealed System without Backing Board; Furring Bar Attached System; Furring Bar Suspension System; Indirect Hung Suspension System or similar systems.

"(a) The installation of the 1½" channel or similar carrying channel and hangers in any of the above types of systems shall be performed by lathers.

"(b) The installation of all other work, including the installation of a ceiling system in its en-

tirety if no 1½" channel or other carrying channel is used, shall be performed by carpenters.

"5. This decision shall be effective on all work assignments made on construction contracts let after October 1, 1966." (Tab. 28, pp. 20-21)

On January 16, 1967, the United States District Court granted Defendants' Motions for Summary Judgment and denied Plaintiffs' Motion for Summary Judgment. The Court observed that the Joint Board had made a formal finding in writing to the effect that there is no recognized decision or agreement of record covering the matter in dispute. It contrasted the scope of judicial review of decision of administrative agencies and arbitration boards. The Court took the view that in the case of an arbitration board the Court could examine the question of whether the board had exceeded its jurisdiction, but that in the case of an administrative agency the Court could review findings of fact on the basis of whether they were supported by substantial evidence. In view of this difference, the Court rejected Plaintiffs' position that their allegation of errors by the Joint Board in making its finding should be ruled on by the Court. The Court concluded that the Joint Board's "finding" is not subject to judicial review, and it is a finding that was within the power of the Joint Board to make." (Tab. 99, pp. 73-74)

The Court of Appeals affirmed in a per curiam decision. It reviewed the relevant and material contentions of the Petitioners and ruled as follows:

"The District Court held, in an unpublished oral ruling—and we agree—that Article III, Section 5, of the Plan confers jurisdiction on the Joint Board to make a determination whether the dispute is or is not governed by a decision or agreement of record. The Joint Board's action was explicit in this regard, since it made such a finding in writing; *id est,* that the agreement and the decision did not govern this dispute.

"In a case involving this same Plan in the context of a jurisdictional dispute, the Court of Appeals for the First Circuit[2] reiterated the language of the Supreme Court in *United Steelworkers of America* v. *Warrier and Gulf Navigation*, 363 U.S. 574, 582 (1960). The inquiry '. . . must be strictly confined to the question of whether the reluctant party did agree to arbitrate the grievance or did agree to give the arbitrator the power to make the award he made.'

"Our review is in keeping with this, and we conclude that the signatory parties conferred jurisdiction on the Joint Board to determine whether there existed a controlling agreement or decision of record, and, if finding none, to invoke Article III, Section 5, of the Plan. Finally, we conclude that the Board acted within the scope of its authority."

ARGUMENT

I. The Decision Below Is Correct.

It is clear that the parties to the system for private settlement of jurisdictional disputes in the building and construction industry, including the Lathers, entrusted the making of the requisite "finding" to the Joint Board. Article III, Section 5 of the Plan provides that:

"Sec. 5. The Joint Board may at its discretion and after conference between contesting unions, held by the Chairman of the Joint Board, refer a repetitive dispute which it finds not to be governed by a decision or agreement of record to the Impartial Umpire for mediation and the establishment of a hearings panel and a national decision." (Tab. 3, p. 8)

---

[2] *Sheetmetal Workers' International Union* v. *Aetna Steel Prod. Corp.*, 359 F. 2d 5 (1966). The court also noted, in discussing the jurisdiction dispute before it: 'We may observe that if such force is given to collective bargaining agreements between management and unions, no less support should be given agreements to which unions resort to resolve their jurisdictional disputes. There is no question here but that the dispute falls within the kinds of controversy envisaged.'" (Pet. App. p. 6a)

It is also clear that the Joint Board made the "finding" contemplated by Article III, Section 5 of the Plan (Tab. 2, para. 16, pp. 7-8; Tab. 2, para. 23, p. 9; Tab. 52; Tab. 57).

The applicable rule of law which governs this case has been stated in *United Steelworkers of America* v. *Warrior and Gulf Navigation*, 363 U.S. 574, 582 (1960). The judicial inquiry ". . . must be strictly confined to the question of whether the reluctant party did agree to arbitrate the grievance or did agree to give the arbitrator the power to make the award he made."

Petitioners' quarrel is with the adverse finding of the Joint Board. They seek to reargue the merits of the substantive question which was decided against their various contentions by both the Joint Board and the Hearings Panel, which are highly qualified arbitration tribunals in the complex field of building and construction jurisdictional disputes. Petitioners' unilateral contentions of error in the finding do not constitute proof of usurpation of authority or infidelity to obligation.

II. There Is No Conflict With the Decision of Another Court of Appeals on the Same Matter.

Petitioners make the inverted statement that "In its failure to evaluate the grounds for and the effect of the finding against the relevant text and texture of the Plan, the decision below is in square conflict with other circuits" (Pet. p. 13) (Cf. Rule 19(b). The fact is that the decision of the Court of Appeals for the District of Columbia Circuit is not "in conflict with the decision of another court of appeals on the same matter." The only other decision by a court of appeals involving the Plan for Settling Jurisdictional Disputes in the Building and Construction Industry is *Sheet Metal Workers International Union, AFL-CIO, Local 17* v. *Aetna Steel Products Corporation, et al.*, (1 Cir.) 359 F. 2d 1 (April 20, 1966), *cert. den.* 385 U.S. 839. There is no conflict between this decision of the United

States Court of Appeals for the First Circuit and the decision of the Court below. Indeed, there is direct accord in the principles relied upon by both courts in these cases. The pertinent language of the Court of Appeals for the First Circuit is as follows:

> "Our approach . . . is based on the assumption that no longer in the building industry should jurisdictional problems be approached like common law pleadings. We prefer to base our decision on what seem to us to be a necessary respect of and tolerance for the arbitration process.
>
> "It need hardly be stated that national policy strongly favors arbitration in labor disputes. . . .
>
> "In describing the scope of judicial review the [Supreme] Court stated that 'inquiry' . . . must be strictly confined to the question whether the reluctant party did agree to arbitrate the grievance or did agree to give the arbitrator power to make the award he made. . . .
>
> "We may observe that if such force is to be given to collective bargaining agreements between management and unions, no less support should be given agreements to which unions resort to resolve their jurisdictional disputes." (359 F. 2d at p. 5)

The decisions cited by Petitioners at page 13 of the Petition on the issue of conflict are not apposite. To illustrate—*International Association of Machinists* v. *Hayes Corporation,* (5 Cir.) 296 F. 2d 238, is a case in which the Court of Appeals reversed the District Court's refusal to order arbitration of a grievance involving an employer's action in discharging two employees pursuant to a demand made by the Government. The court, among other things, quoted from *Warrior and Gulf* the ruling that "An order to arbitrate the particular grievance should not be denied unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute. Doubt should be resolved in

favor of coverage." (363 U.S. 574 at pp. 582-583). The Court of Appeals also referred to its own decision in *Cameron Iron Works* where it made the statement that "The merits of the controversy may not be looked to by a court for the purpose of declaring that a correct legal interpretation of the contract would not support the construction sought. This may not be done directly, nor may it be done under the guise of determining that the matter is outside the agreement to arbitrate." (*Lodge 12, District 37, International Association of Machinists* v. *Cameron Iron Works, Inc.*, 292 F. 2d 112 at 118 (5 Cir.), *cert. den.* 368 U.S. 926) Obviously, the decision of the Court of Appeals for the Fifth Circuit is not in "square" conflict with the instant decision either as a matter of holding or principle.

III. There Is No Important Question of Federal Law.

It is evident that the decision of the Court of Appeals was based on well settled principles of federal law, most of which are set forth in the so-called Trilogy. The Supreme Court is, therefore, not presented with a situation where a court of appeals "has decided an important question of federal law which has not been, but should be, settled by this Court" (Rule 19(b)). The material set forth in Paragraphs Nos. 2 and 3 of the "Reasons for Granting the Writ" in the Petition (pp. 15-16) do not state such a question.

The Plan and its arbitration tribunals (Respondents in this case) were established to reduce jurisdictional disputes in the building and construction industry. The national importance of this private machinery is indicated by the fact that the 1965 revised agreement was signed in the White House and witnessed by the President of the United States. Petitioners' effort to expand the scope of judicial review beyond its present limits would involve the many jurisdictional decisions of record and agreements in the Green Book (Petition Appendix D) in court suits. An

increased volume of litigation would tend to disrupt the orderly processes of the arbitration machinery provided by the Plan. In the instant case, for example, the District Court, although recognizing, even in the preliminary stages of the litigation, that there was not much basis to the Lathers' case, nevertheless granted a stay of the decision of the Hearings Panel which continues to this date (see Tab. 30, p. 48). The decision of the Hearings Panel, which was intended to become effective October 1, 1966, is still in a state of suspension with consequent uncertainty in the industry.

Insofar as the volume of jurisdictional strife is concerned, it should be noted that the national decision of the Hearings Panel would dispose of a repetitive dispute which involved more than 800 job decisions by the National Joint Board during the years 1956 to 1965 (Tab. 6, p. 7). "The fact is widely known that jurisdictional disputes between the Lathers and Carpenters on the installation of ceiling systems have involved more job decisions rendered by the National Joint Board over the years since 1948 than any other issue by a wide margin" *(Decision of Hearings Panel, Ibid.)*.

CONCLUSION

It is respectfully submitted that the petition for a writ of certiorari fails to make an adequate showing under Rule 19 and should be denied.

Respectfully submitted,

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October, 1967